

46  
AMEND  
10.50  
J

20110255919  
06/23/2011 RP1 \$206.50

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

**FOR**

**OAK PLACE COURT**

A RESIDENTIAL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS                   §  
                                          §                   KNOW ALL BY THESE PRESENTS THAT:  
COUNTY OF HARRIS           §

Pursuant to that certain instrument entitled "Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court" (the "Declaration") filed on December 20, 2000 under Clerk's File No. U802443, Official Public Records of Real Property of Harris County, Texas, as amended by that certain instrument entitled "First Amendment of Declaration of Covenants, Conditions, Restriction and Easements for Oak Place Court," filed on February 8, 2001, under Clerk's File No. U867419, Official Public Records of real Property of Harris County, Texas, including Section 12.02 of the Declaration, the Owners joining herein as evidenced by the Certificate of Compliance executed by the Association's Secretary and/or the respective executions and acknowledgments of Owners attached hereto and incorporated by reference herein, said Owners being the Owners of not less than two-thirds (2/3rds) of the total number of Building Sites contained within the Subdivision, hereby amend the Declaration as follows:

**I.  
Definitions**

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

**II.  
Amendments**

1. Section 5.06.1aa is hereby added to the Declaration to provide for specific assessments for painting and roof assessments as follows:

(aa) Exterior Maintenance Assessments. Exterior maintenance assessments shall be separately and specifically assessed as to each Building Site as provided in **Section 5.06.2A.**

2. Section 5.06.2(c) is hereby added to the Declaration as follows:

(c) Exemption From Water Utility Assessment. So long as the Association does not provide water to the hereafter described Lots (the "Exempted Lots"), the Exempted Lots are hereby exempted from payment of the water utility assessment. This exemption does not apply to other utility or special service assessments, if any, to the extent that any such other utilities or special services are provided to the Exempted Lots. The Exempted Lots are as follows:

Lots Seven (7) and Eight (8), in OAK PLACE COURT, SECTION EIGHT, an addition in Harris County, Texas, according to the map or plat thereof filed under Clerk's File No. U775275, Official Public Records of Harris County, Texas, and recorded in Clerk's Film Code No. 463026, Map Records of Harris County, Texas.

lee

3. Section 5.06.2A is hereby added to the Declaration as follows:

5.06.2A Exterior Maintenance Assessments.

(a) An annual exterior maintenance assessment shall be separately and specifically assessed as to each Building Site for funding of an exterior maintenance reserve. This reserve must be used exclusively for payment of costs and expenses for exterior maintenance to be provided by the Association in accordance with **Section 6.01.2**, including administrative expenses and related costs pertaining thereto and funding of a contingency reserve as to same. The reserve may also be used for advance payment for preparatory or interim work pending repayment for same by applicable Owners as hereafter provided.

(b) The annual exterior maintenance assessment will commence as to each Building Site on January 1, 2011. The annual exterior maintenance assessment for 2011 is TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$275.00) per Building Site per year. Subject to adjustment as hereafter provided, the projected amount of the annual exterior maintenance assessment will increase annually, from January 1, 2012 through January 1, 2016, in the projected amount of TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$275.00) per Building Site per year. Accordingly, the projected annual exterior maintenance assessment schedule per Building Site per year is as follows:

2011 - \$275.00	2014 - \$1,100.00
2012 - \$550.00	2015 - \$1,375.00
2013 - \$825.00	2016 - \$1,650.00

(c) The annual exterior maintenance assessment as above set forth is subject to adjustment based on the Reserve Study as hereafter provided. The annual exterior maintenance assessment per Building Site per year for 2016 as above set forth (or as then set based on the Reserve Study) will continue in effect thereafter unless and until changed by the Board based on the Reserve Study as hereafter provided.

(d) UNLESS AND UNTIL OTHERWISE DETERMINED BY THE BOARD AS NEXT PROVIDED, THE FULL AMOUNT OF EACH ANNUAL EXTERIOR MAINTENANCE ASSESSMENT IS DUE AND PAYABLE ANNUALLY, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH CALENDER YEAR, BEGINNING ON JANUARY 1, 2011. The Board shall have the right to require or allow the annual exterior maintenance assessments be paid semi-annually, quarterly or monthly, in advance (instead of annually). If the Board requires payment other than annually, the semi-annual, quarterly or monthly installments for exterior maintenance assessments, as the case maybe, shall be rounded upward to the next dollar, and the annual exterior maintenance assessment shall be automatically adjusted upward by the amount of such rounding. If the Board allows payment other than annually (that is if the Board permits homeowners the option to pay the annual exterior maintenance assessment in semi-annually, quarterly or monthly installments), the installment payments will be rounded up as aforesaid, and in addition the Board may require payment of a surcharge per installment payment to cover additional administrative costs and lost interest in such amount as determined by the board. In the event of default by any Owner in the payment of any installment payment and failure to cure after ten days written notice, or in the event of a second default, all remaining installment payments shall become immediately due and payable.

(e) The annual exterior maintenance assessment as above set forth is based on a reserve study dated December 3, 2009 covering sums reasonably anticipated to be necessary to provide for all costs and expenses to be incurred by the Association to provide and perform all exterior maintenance work required by **Section 6.01.2** and any other maintenance obligations of the Association as determined by the Board. The aforesaid reserve study, as updated as next provided, is herein referred to as the "Reserve Study." The Reserve Study must be updated at least every five years to cover a minimum period of twenty years, or such longer period as may be determined by the Board with due consideration of any recommendations by the professional preparing the Reserve Study. Costs for the Reserve Study, including all updates, may be paid from the exterior maintenance reserve or the Maintenance Fund, as determined by the Board.

(f) The annual exterior maintenance assessment amounts for the years 2012 through 2016 inclusive as above set forth may be adjusted from time to time by the Board based on, and the amount of the annual exterior maintenance assessment for 2017 and thereafter shall be set based on, all sums reasonably anticipated to be necessary to provide for all costs and expenses to be incurred by the Association to provide and perform all exterior maintenance work required hereby, plus anticipated administrative expenses and other costs reasonably attributable thereto, and a reasonable contingency reserve, all as determined by the Board. If any change is made as to the amount of the annual exterior maintenance assessment and/or due date(s) for payment of same, the Board must notify the Owner of each Building Site of the amount of the annual exterior maintenance assessment and due date(s) for payment of same as and when set by the Board as aforesaid.

(g) If funds in the exterior maintenance reserve are insufficient in any calendar year to pay any expenses for which the reserve is established, the Board may assess a

specific assessment to the Owner of each Building Site in an amount sufficient to cover such expenses. Any such specific assessment must be fixed at a uniform rate and must be determined on a per Building Site based, except as otherwise herein expressly provided. No vote, consent or other approval of any Owner or any other Person is required as to any such specific assessment, and any such assessment shall not be subject to disapproval by Owners as otherwise provided in the Declaration as to other assessments. Any such assessment shall be due and payable as determined by the Board, including if so determined by the Board, in installments payable after the calendar year in which the assessment is made; provided, no part of any such specific assessment shall be payable earlier than thirty days after the date written notice of same is given to the Owners. Pending collection of any such assessment, the Board may pay any such expenses from the general Maintenance Fund, and reimbursement of the general Maintenance Fund for payment of any such expenses is not required.

4. Sections 6.01 and 6.02 of the Declaration are hereby deleted in their entirety and the following is inserted in place thereof:

SECTION 6.01            Association Maintenance Responsibilities.

6.01.1 General. The Association will maintain, repair and replace the Community Properties, including all Subdivision Facilities, and keep same in good repair. This maintenance includes, without limitation, maintenance, repair, and replacement of all landscaping and improvements situated on the Community Properties.

6.01.2 Exterior Maintenance.

(a) General. The Board of Directors shall contract for and direct the performance of the exterior maintenance as set forth in this **Section 6.01.2**, and shall have full authority to make all decisions regarding same, including without limitation as to selection and determination of the colors, type, quality and appearance of paint, shingles and all other materials to be used in connection with all such work. **IN THIS SECTION 6.01.2, "ROUTINE" OR "SCHEDULED" WORK REFERS ONLY TO WORK REQUIRED DUE TO NORMAL WEAR AND TEAR, AND NOT TO WORK DUE TO ANY CASUALTY, VANDALISM, ABUSE, MISUSE OR NEGLIGENCE OF ANY OWNER, OWNER'S TENANT OR THEIR RELATED PARTIES, OR ANY OTHER CAUSE EXCEPT NORMAL WEAR AND TEAR.** Scheduled work, preparatory work and interim work will be performed as provided in this **Section 6.01.2**. The Board shall establish and update as needed exterior maintenance schedules for, and the Association will provide in accordance with such schedule(s), the following routine exterior maintenance:

(i) painting, maintenance and repair of exterior stucco walls and exterior masonry components;

(ii) painting, maintenance and repair of exterior wood (or equivalent) trim, fascia and soffits, including wood (or equivalent) trim around the perimeter of exterior doors and windows;

(iii) repair and replacement of the asphalt shingle roof system;

(iv) painting, maintenance and repair of exterior metal railings at windows;

(v) maintenance, repair and replacement of all perimeter fencing enclosing the Subdivision, and all fencing enclosing each patio on each Building Site;

(vi) painting, maintenance, repair and replacement of all gutters and downspouts;

(vii) painting, maintenance, repair and replacement of exterior vinyl shutters;

(viii) replacement of sealants around the perimeters of exterior window and door frames;

(ix) painting of painted exterior rear doors that exit on to patios;

(x) painting of interior walls and ceilings of open porches and balconies; and

(xi) painting and phased scheduled replacement of garage doors.

(b) Preparatory Work. The Association will provide all preparatory work as customarily required for performance of any schedule work, as determined by the Board, such as replacement of wood decking and routine and related flashing work when necessary as to replacement of asphalt shingles, cleaning and removal of contaminants in preparation for painting or application of sealants, replacement as needed of rotted or damaged soffits or wood trim, and patching or replacement as needed of stucco and masonry. The following preparatory work may in the sole discretion of the Board also be performed by the Association in which case all costs thereof will be specifically assessed to the applicable Owner as hereafter provided (all such preparatory work herein referred to as "Owner Preparatory Work"):

(i) repair or replacement of any vents, including roof vents, dryer vents, and plumbing and heating vents, and any other roof or wall extrusions;

(ii) repair of exterior painted doors (it being the sole responsibility of each Owner to replace any exterior door which as determined by the Board cannot be adequately repaired);

(iii) repair and/or refinishing of non-painted exterior doors (it being the sole responsibility of each Owner to obtain prior ACC approval for and to maintain on a continuing basis the exterior surface and all other parts of any stained, natural finish, or other non-painted exterior doors);

(iv) any maintenance or repair except as above provided as to any exterior windows and doors, including glass and hardware;

(v) repair or replacement of any structural elements or other components from the back side of the exterior stucco or masonry finish of walls or the back side of roof decking, including all studs and rafters;

(vi) repair or replacement of any part of any chimney; and

(vii) all other preparatory work not customarily included in the scheduled work as determined from time to time by the Board.

(c) Interim Work. The Association will provide interim exterior maintenance work as deemed appropriate by the Board. Such interim work may also be requested by individual Owners in writing, provided that the written request must state in reasonable detail the reason(s) the work is deemed necessary, and provided further that the Board's decision to grant or deny the request shall be final. The Board may also place conditions upon its approval of any request for interim work. "Interim work" means any work other than routine work performed in accordance with the schedules established by the Board as provided in **Section 6.01.2(a)** or preparatory work as provided in **Section 6.01.2(b)**.

(d) Owners to Pay Costs of Owner Preparatory Work and Interim Work. In order to maintain consistency in the quality and appearance of preparatory and interim work, all such work will be performed by the Association or at the direction of the Board. All costs and expenses of Owner Preparatory Work and interim work will be assessed as a specific assessment to the applicable Owner. The Board may require advance payment of all estimated costs of Owner Preparatory Work and/or interim work prior to commencement of any such work. Each applicable Owner must be given not less than thirty days written notice setting forth a reasonable estimate of all costs to be paid for Owner Preparatory Work and/or interim work, including any advance payment(s) which the Owner will be required to pay in connection therewith. All costs for Owner Preparatory Work and/or interim work, all costs which exceed any advance payment as to same, and any and all other costs or expenses which an Owner is obligated to pay pursuant to **Sections 6.01** or **6.02**, as applicable, must be paid upon not less than thirty days written notice from the Association

to the applicable Owner; and any excess proceeds remaining after completion of the work must be refunded within a reasonable time after completion, without interest.

(e) Casualty Losses. Each Owner is wholly and solely responsible for payment of all costs and expenses required for any exterior maintenance work due to an insurable casualty loss, regardless of whether or not the casualty loss is in fact covered by insurance carried by the Owner or the Association, and including any applicable deductible. All such casualty loss work must be performed by the Association or at the direction of the Board, and in that regard the Board and all applicable Owners must fully cooperate to coordinate the work with other work pertaining to the casualty and with applicable insurance requirements.

(f) Insurance. Without limitation of any other Owner insurance requirements set forth in the Declaration or other Governing Documents, each Owner must carry fire and casualty insurance covering all exterior areas of each Owner's residence and garage, including the roof and all other improvements, which are to be maintained in accordance with this Section (and with all other applicable provisions of the Declaration or other Governing Documents). All proceeds from insurance carried by an Owner which cover any work performed or which will be performed by the Association or at the direction of the Board shall be paid to the Association. In the event any such proceeds are in fact paid to or otherwise received by an Owner, then all such proceeds shall be held by the Owner as trustee for the Association, and must be paid over to the Association within five business days after receipt thereof. In the event any Owner fails to carry any such insurance, or in the event any Owner fails to pay over to the Association any insurance proceeds as aforesaid, then the Board may assess as a specific assessment to the defaulting Owner all costs and expenses attributable to the default. The presence or absence of insurance coverage and the applicability of any deductible as to same shall not in any manner alter or diminish any Owner's payment or other obligations as provided in this subsection, the Declaration or other Governing Documents.

#### 6.01.3 Landscaping.

(a) The Association will mow, trim, edge and otherwise generally maintain all lawn and landscape areas upon each Building Site which is located outside the footprint of the residence thereon, which is visible from any street or Shared Common Drive, and which is not located in an area which has been enclosed by fencing or otherwise. Such maintenance will include general fertilization, and insect and disease control, but will not include any type of treatment or control as to termites, carpenter bees or any similar type of wood infestation or other infestations not specific to ordinary landscape maintenance (such as, for example but without limitation, wasp or bee hives, mice, rats, squirrels or any other type of rodent, vermin or pests). Such maintenance shall also not include any exotic landscaping installed by any Owner (whether or not approved), or any flower beds or similarly landscaped areas or any trees or shrubbery, all of which must be maintained by the Owner of each Building Site, or any other maintenance substantially greater than as generally provided throughout the Subdivision. The Association may also replace any lawn or landscape area which is located upon a Building Site and which is maintained by the Association, but all costs thereof shall be specifically assessed to the applicable Owner. The Association may also maintain and/or replace such other lawn and landscape areas in such manner and to the extent as from time

to time approved by the Board. Without limitation of any other provisions hereof, no landscaping shall be removed from or added to, and nothing else shall be done within, any area maintained by the Association which may or does increase the Association's cost of maintenance without the prior written approval of the Board. Whether or not approved, the Board may specifically assess any such added cost of maintenance to the responsible Owner(s).

(b) THE BOARD HAS FULL AUTHORITY, WITHOUT JOINDER OR CONSENT OF ANY OWNER OR ANY OTHER PERSON, TO EXPAND, MODIFY, REPLACE, REMOVE OR IN ANY OTHER MANNER CHANGE ANY AND ALL LANDSCAPING MAINTAINED BY THE ASSOCIATION, INCLUDING ANY SUCH LANDSCAPING LOCATED UPON ANY BUILDING SITE. IT IS EXPRESSLY STIPULATED AND AGREED THAT THE ASSOCIATION DOES NOT REPRESENT, GUARANTEE OR WARRANT THE VIABILITY, TYPE, QUALITY, QUANTITY OR CONTINUED EXISTENCE OF ANY LANDSCAPING WITHIN OR IN THE VICINITY OF THE SUBDIVISION, INCLUDING ANY LANDSCAPING LOCATED UPON ANY BUILDING SITE, AND NO OWNER OR OTHER PERSON SHALL EVER HAVE ANY CLAIM WHATSOEVER AGAINST THE ASSOCIATION OR ANY OF ITS RELATED PARTIES REGARDING, DIRECTLY OR INDIRECTLY, ANY LANDSCAPING.

6.01.4 Inspections; Owner's Duty to Provide Access. Each Owner must afford to the Association and to its Related Parties, access through the Owner's Building Site and to the Owner's Townhouse and other improvements as is reasonably necessary for any inspection, maintenance, repair or replacement by the Association as contemplated by this Article. Inspections may be performed by the Board or its designated representatives (including its managing agents, contractors, and insurance carriers, agents and adjusters) at any reasonable time and upon reasonable notice, oral or written, regarding insurance evaluations, appraisals or claims, and/or periodic inspections as provided in **Section 6.02.5**, and/or in anticipation of any work to be performed pursuant to this Article, as to the work in progress, and as to any completed work. Owners must fully and promptly comply with all directives and decisions of the Board in providing access for, and as to all other aspects of, all inspections, maintenance, repair or replacement performed or to be provided by the Association pursuant to this Article, and otherwise fully and promptly comply with requests and directives of the Board and applicable Rules and Regulations as to same. Any Owner who fails to promptly and fully comply with any of the foregoing, either directly or through any Related Parties, shall be liable for any additional costs or expenses incurred by the Association as a result of such default (including attorneys fees), and shall also be subject to assessment as a specific assessment of a fine in the amount of \$25.00 per day (or such other amount as the circumstances may warrant as determined by the Board) until and including the date upon which full compliance is obtained.

6.01.5 Owner's Duty to Notify and Liability for Default.

(a) EACH OWNER (AND THEIR TENANT, AS APPLICABLE) MUST PROMPTLY NOTIFY THE ASSOCIATION IN WRITING AS TO THE NEED FOR ANY MAINTENANCE WHICH IS THE RESPONSIBILITY OF THE ASSOCIATION PURSUANT TO THIS ARTICLE OR SECTION, THE DECLARATION, AS AMENDED, AND/OR ANY OTHER



GOVERNING DOCUMENTS. ALL COSTS AND EXPENSES RESULTING DIRECTLY OR INDIRECTLY FROM ANY FAILURE TO NOTIFY THE ASSOCIATION AS AFORESAID SHALL BE SPECIFICALLY ASSESSED TO THE DEFAULTING OWNER (AND TENANT, AS APPLICABLE).

(b) Each Owner, their tenants, and their respective Related Parties are expressly prohibited from doing anything which (i) could or does increase the Association's costs of insurance or result in cancellation or diminution in insurance coverage, (ii) could or does cause damage to or increase costs of maintenance, repair, replacement, obligations regarding any Community Properties, or any other areas maintained by the Association, or (iii) could or does increase costs of management or operation of any Community Properties (including Subdivision Facilities) or discharge of any other obligations of the Association pursuant to the Declaration, as amended, or other Governing Documents. Regardless of availability of insurance coverage, the Association may charge to each responsible Owner (and their tenant, as applicable), as a specific assessment, all increased costs of insurance and all costs of maintenance, repair, replacement, management or operation and all other damages resulting, directly or indirectly, from the acts or omissions of an Owner, their tenants, or their respective Related Parties in violation of the foregoing provisions.

6.01.6 Other Facilities or Services. The Association shall maintain such other properties, real or personal, and such other facilities, services and improvements as may be required by governmental authorities, any municipal utility districts or other utility providers, any special tax and development districts, and any other similar entities, such maintenance to be in accordance with applicable contracts, agreements, ordinances, rules, regulations and decisions of such authorities. The foregoing includes, without limitation, any contract or agreement entered by or on behalf of the Association with the Midtown Redevelopment Authority (a "Midtown Contract") as authorized by Section 6.01.1(c) of the Declaration prior to this amendment, and to such extent the provisions of said Section 6.01.1(c) shall survive this amendment and are hereby ratified and confirmed.

6.01.7 Supplementation. The Board of Directors is hereby specifically authorized to (i) clarify, supplement or add to the provisions of **Section 6.01** and/or **Section 6.02**, and/or to resolve any conflicts regarding same, and (ii) delineate or determine all work constituting Owner Preparatory Work and/or interim work under this Section. The Board may do so on a case by case basis as needed to resolve any then pending issues, including as part of preparation for and/or during performance of any work by the Association pursuant to this Section, by adoption of policy statements, Rules and Regulations or Architectural Guidelines, or by any combination of the foregoing. Decisions of the Board as to any of the foregoing are final.

6.01.8 Limitation of Liability. THE ASSOCIATION AND ITS RELATED PARTIES ARE NOT LIABLE FOR ANY DAMAGES WHATSOEVER DUE TO ANY ALLEGED DEFECTIVE MAINTENANCE OR FAILURE TO PROVIDE MAINTENANCE AS PROVIDED IN **SECTION 6.01**, INCLUDING WITH REGARD TO ANY ROOF LEAKS OR OTHER WATER PENETRATION, ABSENT PROOF OF WILLFUL MISCONDUCT AFTER OBTAINING

ACTUAL KNOWLEDGE OF DEFECTIVE MAINTENANCE OR THE NEED FOR MAINTENANCE WHICH PROXIMATELY CAUSED THE DAMAGE, AND PROOF THAT FUNDS WERE REASONABLY AVAILABLE TO THE ASSOCIATION WITH WHICH TO PROVIDE THE MAINTENANCE AT A TIME WHICH WOULD HAVE PREVENTED THE DAMAGE. THE FOREGOING IS CUMULATIVE OF AND SHALL NOT LIMIT THE PROVISIONS OF SECTION 3.06 OF THE DECLARATION.

SECTION 6.02      Owner Maintenance Responsibilities.

6.02.1 General. Except as otherwise herein expressly provided, all maintenance of each Building Site and all improvements thereon is the sole responsibility of the Owner thereof. Each Owner must maintain their Building Site and all improvements thereon at all times in such manner as to obtain and maintain Prevailing Community Standards on a continuing basis as may be more specifically determined by the Declaration, including as amended hereby, and other Governing Documents, including as determined from time to time by duly adopted Architectural Guidelines and/or Rules and Regulations. MAINTENANCE BY ANY OWNER WHICH AFFECTS THE EXTERIOR APPEARANCE OF A RESIDENCE OR GARAGE IS SUBJECT TO APPLICABLE PROVISIONS OF ARTICLE IV OF THE DECLARATION REGARDING ARCHITECTURAL CONTROL COMMITTEE APPROVAL.

6.02.2 Residences and Other Improvements. Except for maintenance which the Association is expressly required hereby to provide, each Owner shall maintain and repair (and replace, as needed) the exterior of each Owner's residence, garage, and all other buildings, structures, fences, walls, recreational equipment and improvements located upon each Owner's Building Site, in an attractive, sound and well maintained condition. Without limitation of the foregoing, each Owner shall provide proper maintenance, repair and replacement as and when needed as follows (the term "residence" includes garage, as applicable):

(a) Except for exterior sealants around the perimeter of exterior window frames as provided by the Association, all windows must be maintained so that no caulking thereon is chipped or cracked and no window panes are cracked or broken.

(b) Scheduled painting of exterior patio doors and garage doors will be provided by the Association in accordance with Section 6.01. All costs and expenses of interim work by the Association as to any patio or garage door, including for example but without limitation interim painting or repair of a garage door, interim repair or replacement of a damaged or dented garage door, or interim replacement of any cracked or broken panel or glass in any garage door, must be paid by each Owner as provided in Section 6.01, and all such costs and expenses shall be deemed a specific assessment against such Owner's Building Site. All exterior front doors must be maintained in all respects, on a continuing basis, by each owner of each Building Site; and in all other respects, all exterior doors, including garage doors, must be maintained by and at the sole cost of the Owner of each residence as needed to prevent an unkept or unsightly appearance and such as to maintain same in proper working condition.

(c) All windowsills, door jams and thresholds, framing for all exterior windows and doors, all window and door panes and glass, and all hinges, latches, locks and all other hardware which are part of and/or necessary to the proper functioning of all windows and exterior doors must be maintained so that all remain whole, sound, in a neat and attractive condition and fully operational.

(d) Interior walls and ceilings of open porches and balconies and railings for same will be painted by the Association during scheduled maintenance as provided in **Section 6.01**, but all other maintenance, repair and replacement as to same must be performed by the Owner in such manner as to maintain a neat, attractive and structurally sound condition at all times. All flooring and floor areas, including decking and/or concrete, brick and other floors, must be properly maintained by the applicable Owner at all times.

(e) All exterior surfaces of each Owner's residence, including the roof and all walls, windows and exterior doors, must be periodically cleaned as needed to prevent mold, mildew or other discoloration.

(f) All concrete areas on each Owner's Building Site, excluding the "Shared Common Drive" as defined in **Section 2.08** of the Declaration, but including sidewalks and any private driveway, must be maintained so that all cracks are appropriately patched or surfaced and expansion joints are maintained, repaired or replaced as needed, and all such areas must be kept free of weeds, grass or other vegetation.

(g) All recreational equipment, which may be installed if and only if approved by the ACC, must be maintained to prevent any unsightly or unkept condition, including for example but without limitation, proper maintenance of exterior patio furniture to prevent rust and corrosion.

(h) No Owner or their tenant will allow any condition to exist or fail or neglect to provide any maintenance which adversely affects any adjoining or adjacent Building Site, any Community Properties, or any improvements on any such Building Site or the Community Properties.

**6.02.3 Utilities.** The Owner of each Building Site must maintain in proper working order, and on a continuing basis, all sanitary sewer lines and facilities, drainage or storm water lines and facilities, water pipelines, water sprinkler system, water meters and related water lines and facilities, electrical and gas lines, meters and facilities, telephone and any other telecommunication lines, devices or facilities, and all other facilities, utilities and services which service each Building Site (the "Owner Utilities"), regardless of the location of the Owner Utilities, save and except to the extent maintenance of any Owner Utilities is provided and actually performed by any governmental entity or utility company. Utilities which service more than one Building Site must be maintained, repaired and replaced by all of the Owners of the multiple Building Sites served, pro rata, or in such

other proportions as determined by the Board upon written request when the circumstances clearly demonstrate that a different manner of allocation is required. Owner Utilities do not include (i) any utilities which are in fact maintained by any governmental authority or by any utility provider, or (ii) any other common utility facilities which the Association is expressly required to maintain by this Section, the Declaration or other Governing Documents.

6.02.4 Landscaping. All grass, shrubbery, trees, flower beds, vegetation and all other landscaping, either natural or artificial, on each Building Site which is not maintained by the Association must be maintained at all times in accordance with the seasons as reasonably necessary to obtain and maintain on a consistent and continuing basis Prevailing Community Standards, including as reasonably necessary to maintain on a consistent and continuing basis a sanitary, healthful and attractive condition and appearance and to eliminate any condition which may create any unsanitary condition or become a harborage for rodents, vermin or other pests.

6.02.5 Annual Observations and Maintenance. Without limitation of an Owner's obligation for continuing maintenance as otherwise provided in this Section, the Declaration or other Governing Documents, each Owner is responsible for conducting at least annual observations and inspections of the Owner's Building Site and all improvements thereon to ascertain all maintenance and other work needed to obtain and maintain Prevailing Community Standards, including full compliance with this **Section 6.02**. The observations and inspections must include without limitation (i) foundations and flatworks, (ii) roofs, (iii) all wood works, including window and door frames, and (iv) all guttering, downspouts, grading and all other matters needed to ensure positive drainage from foundations to promote rapid runoff, to avoid collecting ponded water near any structure which could migrate down any soil/foundation interface and to minimize infiltration of water from rain and lawn watering, and to prevent drainage from one Building Site to another Building Site or to Community Properties. Each Owner must promptly perform all work which each annual (or other) observation and inspection indicates is reasonably necessary, and/or promptly notify the Association in writing as to the need for any work which is the responsibility of the Association pursuant to **Section 6.01** hereof, the Declaration or other Governing Documents as indicated by each annual (or other) observation and inspection. EACH OWNER MUST ALSO PERMIT THE ASSOCIATION OR ITS DESIGNATED REPRESENTATIVES (INCLUDING ITS MANAGING AGENTS, CONTRACTORS AND INSURANCE CARRIERS, AGENTS AND ADJUSTORS) TO CONDUCT PERIODIC INSPECTIONS REGARDING ANY MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION, AND MUST PROVIDE ACCESS AND OTHERWISE COMPLY WITH DIRECTIVES AND DECISIONS OF THE BOARD REGARDING ANY SUCH INSPECTIONS AS PROVIDED IN **SECTION 6.01.4**.

6.02.6 Adjacent or Adjoining Owners. No Owner or their tenant will allow any condition to exist or fail or neglect to provide any maintenance which materially and adversely affects any adjoining or adjacent Building Site, any Community Properties, or any improvements on any such Building Site or the Community Properties.

6.02.7 Disturbance of Community Properties. In the event the performance of any Owner's maintenance responsibilities requires that any portion of the Community Properties be modified, removed or disturbed, then such Owner must first obtain the written consent of the ACC as to same. All such work must be performed, at the option of the Association, either under the supervision of the Association in accordance with plans and specifications approved by the ACC, or by the Association at the reasonable expense of the Owner. If the Association performs the work at the expense of the Owner, the ACC may require a security deposit or advance payment of all of the estimated expenses which the Owner must pay upon demand. Such indebtedness will be added to and become a part of the specific assessment to which such Owner and the Owner's Building Site are subject, and is secured by the continuing lien hereby established against such Owner's Building Site.

6.02.8 Dispute Resolution Among Owners.

(a) Any disputes among Owners regarding any rights or responsibilities pursuant to this Article, the Declaration or other Governing Documents may be submitted to the Board for resolution. The Owner requesting dispute resolution (and/or all Owners to the dispute) must submit a written request for dispute resolution to the Board and include with the request (i) a statement of the nature of the dispute and efforts by the Owner(s) to resolve the dispute in sufficient detail to permit the Board to fully evaluate the dispute, (ii) any supporting or related plans, specifications or other documents, and (iii) such other information and/or documentation as requested by the Board. The Board shall provide notice and opportunity to be heard to all Owners involved in the dispute, and all such Owners must fully comply with all directives of the Board regarding procedures, attendance at meetings, on-site inspections and all related matters for resolution of the dispute. In the same manner, the Board also has full authority to direct submission of any dispute to the Board. After notice and opportunity to be heard, the Board has full authority to resolve all such disputes, and its decisions as to same are final.

(b) The Board's dispute resolution authority includes without limitation the right and authority (i) to direct the completion of any maintenance, repair or replacement and to allocate costs thereof among the disputing Owners, (ii) to authorize one of the disputing Owners or a third party to control the completion of the maintenance, repair or replacement, (iii) to order the disputing Owners to mediation or arbitration through a county dispute resolution center or similar organization, or under the Rules of the American Arbitration Association, and (iv) to allocate among the disputing Owners all costs of the maintenance, repair or replacement and all costs (including attorney's fees) incurred in the dispute resolution process.

(c) Each disputing Owner must pay their allocated share of compliance costs (including attorney's fees) within thirty days after receipt of a statement for payment thereof. A final costs statement may be submitted by the Board or may be submitted by disputing Owners to the Board for resolution as above provided. If any Owner has prepaid allocated costs of another, the Board may direct that the other Owner(s) reimburse the prepaying Owner directly or that the other Owner(s) pay the reimbursement directly to the Association which will in turn reimburse the

prepaying Owner. If any Owner fails to pay their allocated costs, including any reimbursement, as aforesaid, all such costs shall automatically be assessed as a specific assessment against the defaulting Owner as provided in **Section 5.06** of the Declaration, as amended. All rights and remedies under this Section are cumulative.

III.  
Integration and Ratification

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

IN WITNESS WHEREOF, the undersigned Owners have executed this Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court to be effective from and after the date of filing of same in the Official Public Records of Real Property of Harris County, Texas.

4750-28-270-38

Ret -

KPM  
720 N Post Oak Rd. # 605  
Houston, TX 77024

Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011 JUN 23 AM 10:15

FILED

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Virginia L. Vinson  
 (Signature of Owner)

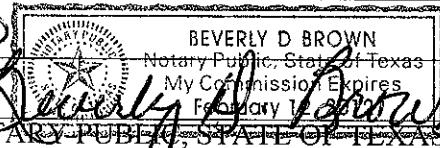
[Signature]  
 (Signature of Co-Owner, if applicable)

(46)  
 20R

Virginia L. Vinson  
 (Print Name of Owner)

Robert E. Vinson  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 1, & ADDRESS: 108 Oak Place  
Section 1, Blk 1  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6 day of December, 2010, by Virginia L. Vinson and Robert E. Vinson.  
  
Beverly D. Brown  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

[Signature]  
 (Signature of Owner)

(Signature of Co-Owner, if applicable)

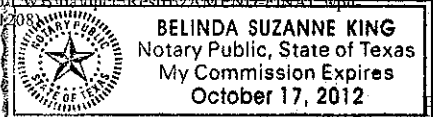
10R

Michael Hurley  
 (Print Name of Owner)

(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 3, & ADDRESS: 180 OAK PLACE  
Block 1, Section 8  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10 day of January, 2010, by Belinda Suzanne King and Michael Hurley.  
[Signature]  
 NOTARY PUBLIC, STATE OF TEXAS

  
 BELINDA SUZANNE KING  
 Notary Public, State of Texas  
 My Commission Expires  
 October 17, 2012

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Brooke J. Harris  
(Signature of Owner)

N/A  
(Signature of Co-Owner, if applicable)

Brooke J. Harris  
(Print Name of Owner)

N/A  
(Print Name of Co-Owner, if applicable)

102

PRINT BUILDING SITE/LOT NO. 2, & ADDRESS: Oak Place Court, Sec. 2, Blk 1

THE STATE OF TEXAS    §  
COUNTY OF HARRIS    §

112 Oak Place  
Houston, TX 77006

This instrument was acknowledged before me on the 20 day of October, 2010, by Brooke J. Harris



Donna R. Harris-Baxter  
NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Signature of Co-Owner, if applicable)

\_\_\_\_\_  
(Print Name of Owner)

\_\_\_\_\_  
(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS    §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*Donald L. Gunther*  
(Signature of Owner)

*Cheryl S. Gunther*  
(Signature of Co-Owner, if applicable)

DONALD L. GUNTHER  
(Print Name of Owner)

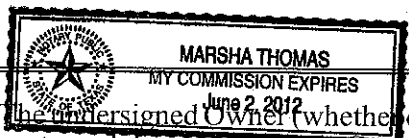
Cheryl S. Gunther  
(Print Name of Co-Owner, if applicable)

WR

PRINT BUILDING SITE/LOT NO. 1, & ADDRESS: 110 OAK PLACE, HOUSTON, TX 77006  
Oak Place Court Sec 2, Blk 1  
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5 day of October ~~November~~  
2010, by DONALD L GUNTHER AND Cheryl S GUNTHER

*Marsha Thomas*  
NOTARY PUBLIC, STATE OF TEXAS



The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*Donald L. Gunther*  
(Signature of Owner)

*Cheryl S. Gunther*  
(Signature of Co-Owner, if applicable)

DONALD L. GUNTHER  
(Print Name of Owner)

Cheryl S. Gunther  
(Print Name of Co-Owner, if applicable)

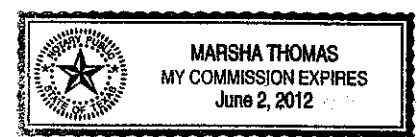
Oak Place Court Sec 2, Blk 1  
PRINT BUILDING SITE/LOT NO. 1, & ADDRESS: 110 OAK PLACE, HOUSTON, TX 77006

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5 day of November  
2010, by DONALD L GUNTHER AND Cheryl S GUNTHER

*Marsha Thomas*  
NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LB\balopcc\Restri\2AMEND-FINAL.wpd  
(R061208)



**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Randy Wait  
 (Signature of Owner)

Randy Wait  
 (Signature of Co-Owner, if applicable)

RANDOLPH J. WAITS  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 4 & ADDRESS: #116 OAK PLACE  
Oak Place Court Sec 2, Blk 1  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10<sup>th</sup> day of December  
 2010, by Jordan Teich

Jordan Teich  
 NOTARY PUBLIC, STATE OF TEXAS

**JORDAN NICHOLE TEICH**  
**NOTARY PUBLIC**  
 NOTARY IDENTIFICATION NO. 09540  
 LOUISIANA BAR NO. 32254  
 My commission is issued for life.  
 (Signature of Owner) \_\_\_\_\_  
 (Signature of Co-Owner, if applicable) \_\_\_\_\_  
 (Print Name of Owner) \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable) \_\_\_\_\_

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba\opcc\Restri\2AMEND-FINAL.wpd  
 (R061208)

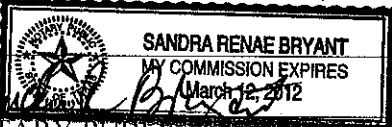
**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

S. Blasin  
 (Signature of Owner)  
PUNEET BHASIN  
 (Print Name of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 5, & ADDRESS: 118 OAK PLACE DR.  
Oak Place Court Sec 2, Blk 1  
 HOUSTON, TX 77006  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §


This instrument was acknowledged before me on the 7th day of December, 2010, by Sandra R Bryant  
Puneet Bhasin  
  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

S. Blasin  
 (Signature of Owner)  
PUNEET BHASIN  
 (Print Name of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 5, & ADDRESS: 118 OAK PLACE DR.  
Oak Place Court, Sec 2, Blk 1  
 HOUSTON, TX 77006  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of December, 2010, by Sandra R Bryant  
Puneet Bhasin  
  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LB\ba\topcc\Restri\2AMEND-FINAL.wpd  
 (R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
**(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)**

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

(Minnie Criado)  
 (Signature of Owner)

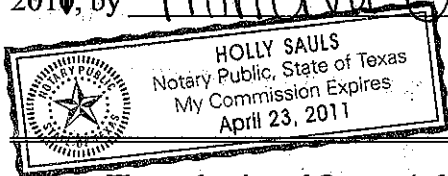
(Minerva Criado)  
 (Signature of Co-Owner, if applicable)

Minnie Criado  
 (Print Name of Owner)

Minerva Criado WR  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 6, & ADDRESS: 120 Oak Place  
Oak Place Court Section 2, Blk 1  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28 day of January, 2010, by Minerva Criado



(Holly Sauls)  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

(Minnie Criado)  
 (Signature of Owner)

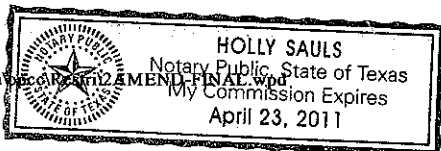
(Signature of Co-Owner, if applicable)

Minnie Criado  
 (Print Name of Owner)

(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 6, & ADDRESS: 120 Oak Place  
Oak Place Court Section 2, Blk 1  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28 day of January, 2010, by Minerva Criado



(Holly Sauls)  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba...  
 (R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS  
(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)**

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

[Signature]

(Signature of Owner)

Ken Waterman

(Print Name of Owner)

Gina Waterman

(Signature of Co-Owner, if applicable)

Gina Waterman

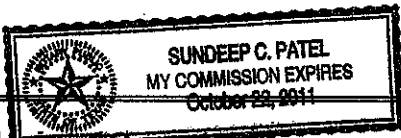
(Print Name of Co-Owner, if applicable)

20R

PRINT BUILDING SITE/LOT NO. 4 & ADDRESS: 124 Oak Place Ct.  
Oak Place Court Sec 1, Blk 1  
Houston, TX 77006

THE STATE OF TEXAS §  
COUNTY OF HARRIS §  
Dallas

This instrument was acknowledged before me on the 14<sup>th</sup> day of December, 2010, by Ken and Gina Waterman



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Signature of Co-Owner, if applicable)

\_\_\_\_\_  
(Print Name of Owner)

\_\_\_\_\_  
(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LB\balopcc\Restri2AMEND-FINAL.wpd  
(R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

I. MacIntosh  
(Signature of Owner)

Rose Mary MacIntosh 30R  
(Signature of Co-Owner, if applicable)

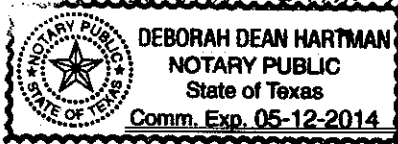
IAIN MACINTOSH  
(Print Name of Owner)

Rose Mary MacIntosh  
(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 1, & ADDRESS: 128 OAK PLACE, HOUSTON 77006  
Block 1, Oak Place Court Sec 3  
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11 day of NOVEMBER,

2010, by IAIN MACINTOSH + ROSEMARY MACINTOSH



Deborah Dean Hartman  
NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

I. MacIntosh  
(Signature of Owner)

Rose Mary MacIntosh  
(Signature of Co-Owner, if applicable)

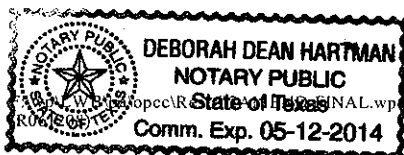
IAIN MACINTOSH  
(Print Name of Owner)

Rose Mary MacIntosh  
(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 1, & ADDRESS: 128 OAK PLACE, HOUSTON 77006  
Blk 1, Oak Place Court, Sec 3  
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11 day of NOVEMBER,

2010, by IAIN MACINTOSH + ROSEMARY MACINTOSH



Deborah Dean Hartman  
NOTARY PUBLIC, STATE OF TEXAS

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
**(FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)**

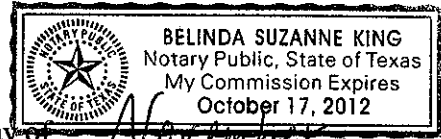
The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Penny Morgan  
 (Signature of Owner)  
PENNY MORGAN  
 (Print Name of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

10R

PRINT BUILDING SITE/LOT NO. 2, & ADDRESS: 130 OAK PLACE DR.  
Block 1, Oak Place Court Sec 3  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §



This instrument was acknowledged before me on the 13 day of November, 2010, by Belinda King Penny Morgan

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)  
 \_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba\opcc\Restri2AMEND.wpd  
 (R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

C. Hal Carroll  
 (Signature of Owner)  
C. Hal Carroll  
 (Print Name of Owner)

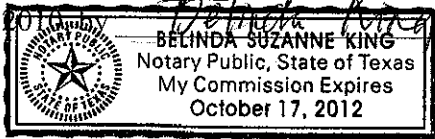
\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

102

PRINT BUILDING SITE/LOT NO. LT 3 BLK 1 Oak Place Court Sec 3, & ADDRESS: 132 Oak Pl Houston TX 77006

THE STATE OF TEXAS     §  
 COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 13 day of November,



C. Hal Carroll  
 \_\_\_\_\_

NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS     §  
 COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_.

NOTARY PUBLIC, STATE OF TEXAS



**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

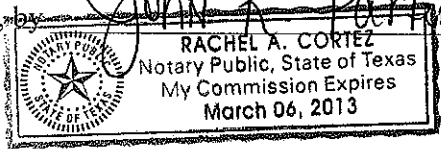
The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*John R. Parten*  
 (Signature of Owner)  
JOHN R. PARTEN  
 (Print Name of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

10R

PRINT BUILDING SITE/LOT NO. 5, & ADDRESS: 136 OAK PLACE  
Block 1, Oak Place Court Sec 4  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19th day of October,  
 2010, by *John R. Parten*  
  
*Rachel A Cortez*  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)  
 \_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

PAW

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*Sydney Staley*  
(Signature of Owner)

SYDNEY STALEY  
(Print Name of Owner)

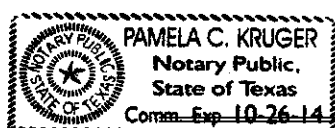
\_\_\_\_\_  
(Signature of Co-Owner, if applicable)

*BARBARA BOACKENBUSH*  
(Print Name of Co-Owner, if applicable)

10R

PRINT BUILDING SITE/LOT NO. 140, & ADDRESS: OAK PLACE  
Block 1, Oak Place Court Section 4  
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16 day of December,  
2010, by Pamela Kruger



*Pamela C. Kruger*  
NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*Sydney Staley*  
(Signature of Owner)

SYDNEY STALEY  
(Print Name of Owner)

\_\_\_\_\_  
(Signature of Co-Owner, if applicable)

*BARBARA BOACKENBUSH*  
(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 140, & ADDRESS: OAK PLACE  
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2010, by \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba\opcc\Restri\2AMEND-FINAL.wpd  
(R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Carey Lewis  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

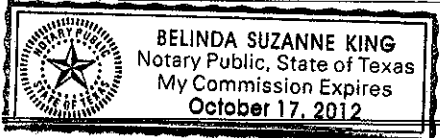
Carey Lewis  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

10R

PRINT BUILDING SITE/LOT NO. 2, & ADDRESS: 142 Oak Place  
Block 1, Oak Place Court Sec 4  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13 day of November,  
 2010, by Belinda Suzanne King Carey Lewis



\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba\opcc\Restr\2AMEND-FINAL.wpd  
 (R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Lina M. Andrews  
 (Signature of Owner)

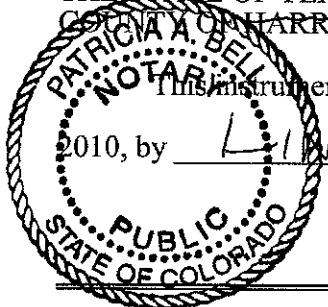
\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

Lina M. Andrews  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 3, & ADDRESS: 144 Oak Place  
Block 1, Oak Place Court sec 4  
 THE STATE OF TEXAS Colorado  
 COUNTY OF HARRIS Denver

102



This instrument was acknowledged before me on the 20<sup>th</sup> day of December, 2010, by Lina M. Andrews

Patricia A. Bell  
 NOTARY PUBLIC, STATE OF TEXAS - Colorado

**My Commission Expires 06/05/2012**  
 The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba\opcc\Restri\2AMEND-FINAL.wpd  
 (R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Marieflor G. Felix  
(Signature of Owner)

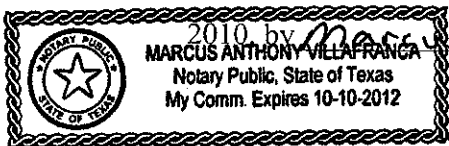
Refj  
(Signature of Co-Owner, if applicable)

MARIEFLOR G. FELIX  
(Print Name of Owner)

REDENTOR O. FELIX  
(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 4 & ADDRESS: 146 Oak Place  
Block 1, Oak Place Court Sec 3  
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10<sup>th</sup> day of December,



~~2010, by Marcus Anthony Villafranca~~ Marieflor G. Felix

Redentor O. Felix  
Marcus Anthony Villafranca  
NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Marieflor G. Felix  
(Signature of Owner)

Refj  
(Signature of Co-Owner, if applicable)

MARIEFLOR G. FELIX  
(Print Name of Owner)

REDENTOR O. FELIX  
(Print Name of Co-Owner, if applicable)

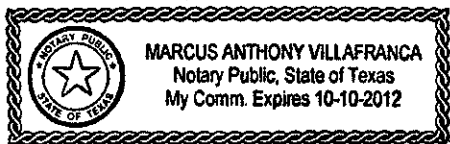
PRINT BUILDING SITE/LOT NO. 4 & ADDRESS: 146 Oak Place  
Blk 1, Oak Place Court. Sec 3  
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10<sup>th</sup> day of December,

2010, by ~~Marcus Anthony Villafranca~~ Marieflor G. Felix Redentor O. Felix

Marcus Anthony Villafranca  
NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LB\ba\opcc\Restri\2AMEND-FINAL.wpd  
(R061208)



**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

M Patel  
 (Signature of Owner)  
Monica Patel  
 (Print Name of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 5, & ADDRESS: 148 OAK PLACE  
Block 1, Oak Place Court Sec 3  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14 day of December,  
 2010, by Monica Patel

Juan Montoya  
 NOTARY PUBLIC, STATE OF TEXAS



The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

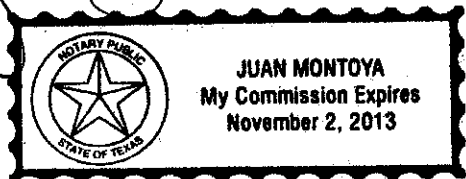
M Patel  
 (Signature of Owner)  
Monica Patel  
 (Print Name of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 5, & ADDRESS: 148 OAK PLACE  
Block 1, Oak Place Court Sec 3  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14 day of December,  
 2010, by Monica Patel

Juan Montoya  
 NOTARY PUBLIC, STATE OF TEXAS



10R

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*AW*  
 (Signature of Owner)

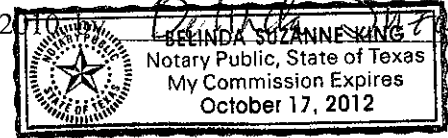
\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

ANDREW WILLIS  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 6, & ADDRESS: 150 OAK PLACE  
Block 1, Oak Place Court Sec 3  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13 day of November, 2010, by Belinda Suzanne King and Andrew Willis.



\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LB\ba\opcc\Restri\2AMEND-FINAL.wpd  
 (R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

[Signature]  
(Signature of Owner)

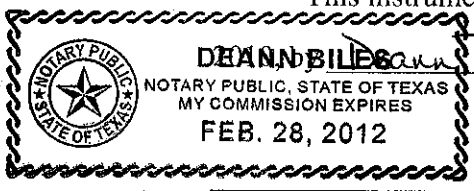
I. MARC CUTLER  
(Print Name of Owner)

\_\_\_\_\_  
(Signature of Co-Owner, if applicable)

\_\_\_\_\_  
(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 1, & ADDRESS: 152 Oak Place  
Block 1, Oak Place Court Sec 7  
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20<sup>th</sup> day of October



Deann Bilegan  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES  
FEB. 28, 2012

J. Marc Cutler

Deann Bilegan  
NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

[Signature]  
(Signature of Owner)

Stacy Feltham  
(Print Name of Owner)

\_\_\_\_\_  
(Signature of Co-Owner, if applicable)

\_\_\_\_\_  
(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 1, & ADDRESS: 152 Oak Place  
Block 1, Oak Place Court Sec 7  
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5 day of Nov.

2010, by Mona Elias (MARGARET) Stacy Feltham



Margaret R. Elias  
NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\... (R061208)



**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

[Handwritten Signature]  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

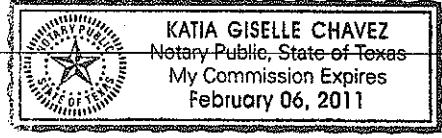
JOHN GRIFFITHS  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

102

PRINT BUILDING SITE/LOT NO. 2, & ADDRESS: 154 OAK PLACE  
Block 1 Oak Place Court Sec 7  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13 day of December, 2010, by \_\_\_\_\_



John Griffiths  
Katia Giselle Chavez  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba\opcc\Restri\2AMEND-FINAL.wpd  
 (R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Marjorie P. Davis  
 (Signature of Owner)

N/A  
 (Signature of Co-Owner, if applicable)

MARJORIE P. DAVIS  
 (Print Name of Owner)

N/A  
 (Print Name of Co-Owner, if applicable)

102

PRINT BUILDING SITE/LOT NO. 3, & ADDRESS: 156 OAK PLACE  
Block 1, Oak Place Court Sec 7  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8<sup>th</sup> day of DECEMBER,

2010, by MARJORIE P. DAVIS



Dianna S. Tranchilla  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,

2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Colleen West  
 (Signature of Owner)

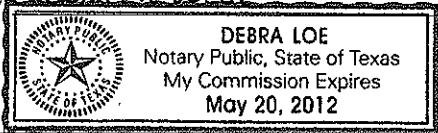
\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

Colleen West  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 158 & ADDRESS: OAK PLACE  
Lot 4, Block 1, Oak Place Court Sec 5  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6<sup>th</sup> day of December,  
 2010, by Colleen West



Debra Loeb  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba\lopec\Restri\2AMEND-FINAL.vpd  
 (R061208)

102

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*Timothy A. Olmstead*  
 (Signature of Owner)

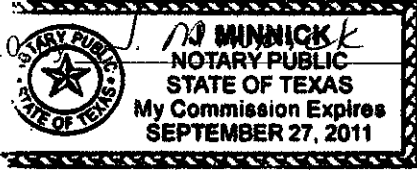
\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

TIMOTHY A. OLMSTEAD  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 1, & ADDRESS: 164 OAK PLACE  
BLK 1, SEC 5 HOUSTON, TX 77006

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4<sup>th</sup> day of November,  
 2010, by Tim A. Olmstead  

*[Signature]*  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

10R

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

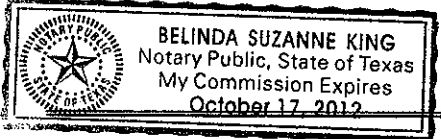
[Signature]  
 (Signature of Owner)  
Tobin J Brown  
 (Print Name of Owner)

[Signature]  
 (Signature of Co-Owner, if applicable)  
Janet Diaz  
 (Print Name of Co-Owner, if applicable)

*wr*

PRINT BUILDING SITE/LOT NO. 16, & ADDRESS: 174 oak place  
Block 1, Oak Place Court Sec 7  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13 day of November,  
 2010, by Belinda Suzanne King Tobin J. Brown / Janet  
[Signature] Diaz



NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)  
 \_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)  
 \_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_.

NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LB\ba\opcc\Restri\ZAMEND-FINAL.wpd  
 (R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

[Signature]  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

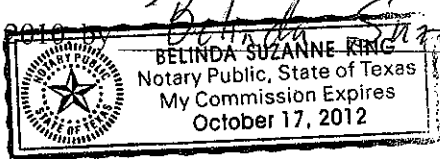
George A. Dickinson  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

102

PRINT BUILDING SITE/LOT NO. 1, & ADDRESS: 176 Oak Place Houston TX  
Block 1, Oak Place Court Sec B 77006  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13 day of November,



Belinda Suzanne King George A. Dickinson  
 Notary Public, State of Texas  
 My Commission Expires October 17, 2012

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,

2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

C. Patrick Bartosh  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

C. Patrick Bartosh  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 2, & ADDRESS: 178 Oak Place  
Lot 2 Blk 1 Oak Place Court Sec 8

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §



**BELINDA SUZANNE KING**  
 Notary Public, State of Texas  
 My Commission Expires  
 October 17, 2012

This instrument was acknowledged before me on the 22 day of June, 2010, by C. Patrick Bartosh

[Signature]  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

[Signature]  
 (Signature of Owner)

[Signature]  
 (Signature of Co-Owner, if applicable)

Howard Lee  
 (Print Name of Owner)

Wendy Fong  
 (Print Name of Co-Owner, if applicable)

*WLF*

PRINT BUILDING SITE/LOT NO. 5, & ADDRESS: 184 Oak PL, Houston, TX, 77006  
Block 1, Oak Place Court Sec 6  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10 day of FEBRUARY,  
 2010, by Katie J Norman



Katie J Norman  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

[Signature]  
 (Signature of Owner)

[Signature]  
 (Signature of Co-Owner, if applicable)

Howard Lee  
 (Print Name of Owner)

Wendy Fong  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 5, & ADDRESS: 184 Oak PL, Houston, TX, 77006  
Blk 1, Oak Place Court Sec 6  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10 day of February,  
 2010, by Katie J Norman Howard Lee / Wendy Fong

Katie J Norman  
 NOTARY PUBLIC, STATE OF TEXAS





**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*Peter L. Houston*  
(Signature of Owner)

*Preston J. Lloyd*  
(Signature of Co-Owner, if applicable)

PETER L. HOUSTON  
(Print Name of Owner)

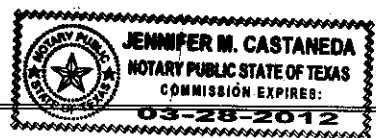
Preston J. Lloyd  
(Print Name of Co-Owner, if applicable)

*wol*

PRINT BUILDING SITE/LOT NO. 6, & ADDRESS: 186 Oak Place Ct.

THE STATE OF TEXAS §  
COUNTY OF HARRIS §  
Block 1, Section 6

This instrument was acknowledged before me on the 27<sup>th</sup> day of October, 2010, by Jennifer M. Castaneda Peter L. Houston / Preston J. Lloyd



*Jennifer M. Castaneda*  
NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Signature of Co-Owner, if applicable)

\_\_\_\_\_  
(Print Name of Owner)

\_\_\_\_\_  
(Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LB\ba\opcc\Restri\2AMEND-FINAL.wpd  
(R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Nancy Brame  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

Nancy Brame  
 (Print Name of Owner)

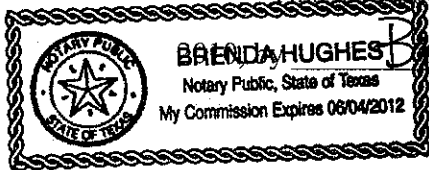
\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 2, & ADDRESS: 190 Oak Place Dr.

Blk 1, Oak Place Section 6

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November,



**BRENDA HUGHES**  
 Notary Public, State of Texas  
 My Commission Expires 06/04/2012

Brenda Hughes

Nancy Brame

Brenda Hughes

NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,

2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*Amy N Rodgers*  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

Amy N Rodgers  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 3 & ADDRESS: 198 Oak Place Court Houston TX  
Block 1, Oak Place Court Sec 6 77006  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 9<sup>th</sup> day of December,  
 2010, by Amy N. Rodgers



*Patricia K. Richards*  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba\opcc\Restri\2AMEND-FINAL.wpd  
 (R061208)

102

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
**(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)**

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*Nikita S. Taldykin*  
 (Signature of Owner)

*[Signature]*  
 (Signature of Co-Owner, if applicable)

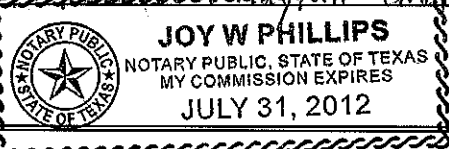
Nikita S. Taldykin  
 (Print Name of Owner)

Melissa Taldykin  
 (Print Name of Co-Owner, if applicable)

20R

PRINT BUILDING SITE/LOT NO. 4, & ADDRESS: 194 Oak Place Drive  
Block 1, Oak Place Court Sec 8 Houston, TX 77006  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21<sup>st</sup> day of April,  
 2010, by Nikita S. Taldykin and Melissa Taldykin.



*Joy W Phillips*  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

F:\wp\LWB\ba\opcc\Restri\2AMEND-FINAL.wpd  
 (R061208)

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
**(SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)**

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

*Charles Sweatt*  
 (Signature of Owner)

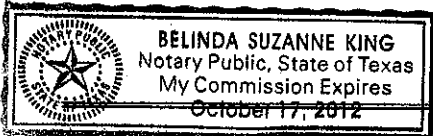
\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

CHARLES SWEATT  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. 5, & ADDRESS: 196 OAK PLACE  
Block 1, Oak Place Court Sec 8  
 THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13 day of November,  
 2010, by Belinda Suzanne King Charles Sweatt.



\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2010, by \_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

10R

**EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS**  
 (SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR OAK PLACE COURT)

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

Anna M Sepulveda  
 (Signature of Owner)

ANNA M. SEPULVEDA  
 (Print Name of Owner)

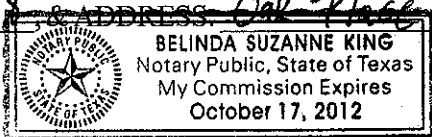
David C Tigwell  
 (Signature of Co-Owner, if applicable)

DAVID C TIGWELL  
 (Print Name of Co-Owner, if applicable)

*wr*

PRINT BUILDING SITE/LOT NO. 199, & ADDRESS Oak Place Houston, TX 77006  
 Lot 6, Block 1, Oak Place Court Sec 8

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §



This instrument was acknowledged before me on the 2 day of June, 2010, by Belinda Suzanne King Anna M Sepulveda / David C. Tigwell

NOTARY PUBLIC, STATE OF TEXAS

The undersigned Owner (whether one or more) of the property as listed below located in Oak Place Court, a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Clerk's Film Code Nos. 425098, 430010, 463006, 463010, 463014, 463018, 463022 and 463026, Map Records of Harris County, Texas, hereby agrees to, approves and adopts the Second Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Oak Place Court, on behalf of Owner and Owner's successors and assigns.

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Signature of Co-Owner, if applicable)

\_\_\_\_\_  
 (Print Name of Owner)

\_\_\_\_\_  
 (Print Name of Co-Owner, if applicable)

PRINT BUILDING SITE/LOT NO. \_\_\_\_\_, & ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_

NOTARY PUBLIC, STATE OF TEXAS

F:\wp\l\WB\ba\opcc\Restri\2AMEND-FINAL.wpd  
 (R061208)

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

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

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

JUN 23 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS