

STATE OF TEXAS \$
COUNTY OF FORT BEND \$

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions referenced Exhibits which were inadvertently not attached or recorded with the document.

THEREFORE, the attached Exhibits "A", "B", and "C" are now filed by the Declarant which Exhibits shall be considered a supplement to and part of those Restrictions set out in the Declaration of Covenants, Conditions, and Restrictions for CANYON GATE AT CINCO RANCH recorded October 6, 1997 under Fort Bend County Clerk's File Number 9764690 in the Real Property Records of Fort Bend County, Texas as if they were originally filed attached therewith.

By: Courtney P. Grover, President
Courtney P. Grover, President

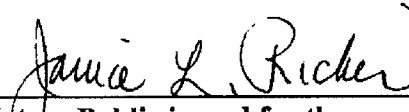
By: Al Brende - Secretary
Al Brende, Secretary

STATE OF TEXAS §

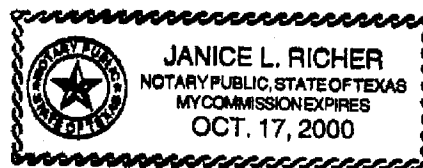
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared COURTNEY P. GROVER, President of LAND TEJAS DEVELOPMENT, L.L.C., a Nevada Limited Liability Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of March, 1998.



Notary Public in and for the
State of Texas



STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared AL BRENDE, Secretary of LAND TEJAS DEVELOPMENT, L.L.C., a Nevada Limited Liability Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of

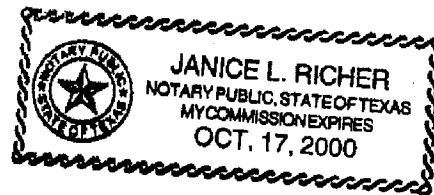
March, 1998.

Janice L. Richer

Notary Public in and for the
State of Texas

Return to:

Jay I. Cohen & Associates, P.C.
10370 Richmond, Suite 850
Houston, Texas 77042



LEGAL DESCRIPTION

CANYON GATE AT CINCO RANCH, Section one (1), a subdivision out of the Brookes and Burleson Survey, A-145, and the H-D Brown Survey, A-406, Fort Bend County, Texas, according to the map or plat thereof recorded under Clerk's File Number 9760905, Map Records, Fort Bend County, Texas.

BY-LAWS
OF
CANYON GATE AT CINCO RANCH
OWNERS ASSOCIATION, INC.
Fort Bend County, Texas

EXHIBIT

"A"

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(A Texas Non-Profit Corporation)

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BY-LAWS
OF
CANYON GATE AT CINCO RANCH
OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be CANYON GATE AT CINCO RANCH OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit Association is formed is to govern the Subdivision situated in the County of Fort Bend, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been restricted as part of a Planned Unit Development.

2.2 OWNER OBLIGATION. All present or future owners, tenants, future tenants or any other person who might use the facilities of the Subdivision in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Lots (hereinafter referred to as "Lots") of the Subdivision or the mere act of occupancy of any of said Lots will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITION AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner of a Lot shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with CANYON GATE AT CINCO RANCH during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Lot to the Owner(s) of a Lot. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon is terminated.

3.2 VOTING. Except as provided in Article V, Section 2 of the Declarations, Lot ownership shall entitle the Owner(s) to cast one (1) vote per Lot in the affairs of the Association. Voting shall not be split among more than one (1) Lot Owner.

3.3 MAJORITY OF LOT OWNERS. As used in these By-Laws the term "majority of Lot Owners" shall mean those Owners with fifty-one (51%) of the votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these By-Laws or in the Declarations, the presence in person or by proxy of a "majority of Lot Owners" as defined in Paragraph 3.3 of this Article shall constitute a quorum.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at least forty eight (48) hours before the appointed time of each meeting.

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with the Declaration for CANYON GATE AT CINCO RANCH, the Declarant, LAND TEJAS DEVELOPMENT, LLC shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Lot owners and any First Mortgagees of Record and for the purpose of insuring both a complete and orderly buildout and a timely sellout of the Subdivision Lots, including any annexations. This control shall last no longer than September 1, 2007, or upon sale of seventy-five percent (75%) of the Lots, or when in the sole opinion of the Declarant the Subdivision is viable, self-supporting and operational.

4.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Lots will constitute the Association of Lot Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Subdivision through a Board of Directors.

4.3 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenience place within Fort Bend or Harris County, Texas as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 ANNUAL MEETINGS. Annual meetings shall be held in May each year, upon not more than thirty (30) days nor less than ten (10) days notice to all record owners of Lots in the Subdivision.

4.5 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-third (1/3) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

4.6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Special meeting notices shall be mailed not less than thirty (30) days nor more than sixty (60) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. If requested, any Mortgagee of Record or its designee may be entitled to receive similar notice.

4.7 ADJOURNED MEETING. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.8 ORDER OF BUSINESS. The order of business at all meetings of the Owners of Lots shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading or waiver of reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors
- g. Unfinished business.
- h. New business.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

NAME**ADDRESS****Courtney S. Grover****2909 Hillcroft, Suite 630
Houston, Texas 77057****Al Brende****2909 Hillcroft, Suite 630
Houston, Texas 77057****Betty Woltman****2909 Hillcroft, Suite 630
Houston, Texas 77057**

At any time the Board of Directors may increase the Board to five (5) Directors and once so increased, it may not be decreased unless such decrease is passed by a majority of the Lot owners.

5.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Subdivision. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Declaration of CANYON GATE AT CINCO RANCH directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following duties:

- a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration.

b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Project. (A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.)

c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Million Dollars (\$1,000,000.00) per person, Three Million Dollars (\$3,000,000.00) per accident and One Hundred Thousand Dollars (\$100,000.00) property damages, and at least a Five Hundred Thousand Dollar (\$500,000.00) property damage limit. To insure and keep all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Lots and their First Mortgagees.

e. To fix, determine, levy and collect the annual assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the annual assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased

operating or maintenance expenses or costs, and additional capital expenses. All annual or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by non-judicial foreclosure, suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these By-Laws.

g. To protect and defend the entire Premises from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.

i. To enter into contracts within the scope of their duties and power.

j. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

k. To establish and maintain a reserve account for replacement or repair of Common Areas and Association property.

l. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at

any reasonable time by each of the Owners and any First Mortgagee of a Lot and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared annually an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any Lot Owner or First Mortgagee of a Lot, on request, within ninety (90) days following the fiscal year end of the Association.

l. To meet at least once each quarter.

m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Subdivision ownership, and the requirements of the Association as set out in the Declarations.

o. To exercise all powers permitted to be exercised by a Subdivision Board of Directors by the Texas Property Code and in particular Section 204.010 of the Texas Property Code as it may be amended from time to time.

5.4 ELECTION AND TERM OF OFFICE. At the first annual meeting of the Association the term of office of one-third (1/3) of the Directors shall be fixed for one (1) year, the term of office of one-third (1/3) of the Directors shall be fixed at two (2) years, and the term of office of the remaining one-third (1/3) of the Directors shall be fixed at three (3) years. At

the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

5.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place (within Fort Bend or Harris County, Texas) as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of

regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.12 FIDELITY BONDS. The Board of Directors may require that all officers and

employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. The President, or his

designated alternate, shall represent the Association at all meetings of the CANYON GATE AT CINCO RANCH OWNERS ASSOCIATION, INC.

6.5 VICE-PRESIDENT. The Vice-President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY.

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name, the number of Members living on a Lot. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 TREASURER. The Treasurer or his designated agent (as approved by the Board of Directors) shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors' provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget

adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors shall enter into a management agreement with a professional management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. Fiscal Management.

(1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.

(2) Prepare sinking fund reserve budget projections for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

(9) At the direction of the Board, as agent of the Treasurer to disburse Association funds in accordance with the approved budget or Board Resolutions or contractual obligations.

b. Physical Management.

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(2) Enter into contracts and supervise services for landscaping care, refuse hauling, maintenance, etc., as approved operating budgets.

(3) Select, train and supervise competent personnel, as directed by the Board.

(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(5) Perform any other projects with diligence and economy in the Board's best interests.

c. Administrative Management.

(1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(2) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims

when required and follow upon payment; act as Board's representative in negotiating settlement.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Worker's Compensation Laws.

(6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(7) Represent an absentee Owner when requested.

(8) Administer the Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

7.2 All agreements with management companies shall be in writing and shall contain a provision permitting the Association to terminate the contract on thirty (30) days written notice, with or without cause.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration for CANYON GATE AT CINCO RANCH as a Member or Owner of a Lot covered thereby.

The Association shall obtain, and at all times maintain, as a common expense, policies of Directors and Officers Liability Insurance to fund this provision in the event of a loss.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS. All Owners shall be obligated to pay the annual assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made uniform per lot and shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Lot owed by him.

9.2 GENERAL.

a. Each Owner shall comply strictly with the provisions of the Declaration for CANYON GATE AT CINCO RANCH.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

ARTICLE X

AMENDMENTS TO BY-LAWS

10.1 BY-LAWS.

a. After relinquishment of Declarant control of the Association, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-seven percent (67%) of the aggregate interest of the undivided Ownership of the Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Lot shall notify the Association through the President of the Association giving the name and address of his

Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

11.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a Mortgagee of a Lot, report any unpaid assessments due from the Owner of such Lot.

ARTICLE XII

NON-PROFIT ASSOCIATION

12.1 NON-PROFIT PURPOSE. This Association is not organized for profit. No Lot Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or insure to the benefit of any Member of the Board of Directors; provided, however, that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIII

PRINCIPAL OFFICE

13.1 ADDRESS. The principal office of the Association shall be located at 2909 Hillcroft, Suite 630, Harris County, Houston, Texas, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XIV

EXECUTION OF INSTRUMENTS

14.1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrance, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XV

CORPORATE SEAL

15.1 CORPORATE SEAL. The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

ARTICLE XVI

DEFINITIONS OF TERMS

16.1 DEFINITIONS OF TERMS. The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for CANYON GATE AT CINCO RANCH, as the same may be amended from time to time, recorded in the office of the County Clerk of Fort Bend County, Texas.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the By-Laws of CANYON GATE AT CINCO RANCH OWNERS ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organizational meeting on the 26th day of February, 1998.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 26th day of February, 1998.



Al Brende, Secretary

FIELD NOTE DESCRIPTION

BEING A 47.8557 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE H.D. BROWN SURVEY ABSTRACT NO. 406, FORT BEND COUNTY, TEXAS SAID TRACT OR PARCEL OF LAND BEING A PORTION OF A CALLED 205.9293 ACRE TRACT AND BEING ADJACENT TO CANYON GATE CINCO RANCH SECTION ONE, A PROPOSED SUBDIVISION OF 47.0960 ACRES SITUATED IN THE H.D. BROWN SURVEY, ABSTRACT NO. 406, SAID 47.8557 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A 5/8" IRON ROD FOUND FOR THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF MASON ROAD, 120' WIDE, WITH THE NORTH LINE OF THE CALLED 205.9293 ACRE TRACT;

THENCE N 78 DEG. 26 MIN. 14 SEC. E ALONG THE NORTH LINE OF SAID 205.9293 ACRE TRACT A DISTANCE OF 842.27 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

THENCE S 11 DEG. 50 MIN. 18 SEC. E ALONG THE NORTH LINE OF SAID 205.9293 ACRE TRACT A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

THENCE N 78 DEG. 27 MIN. 06 SEC. E ALONG THE NORTH LINE OF SAID 205.9293 ACRE TRACT A DISTANCE OF 960.18 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

THENCE N 88 DEG. 05 MIN. 34 SEC. E ALONG THE NORTH LINE OF SAID 205.9293 ACRE TRACT A DISTANCE OF 1930.29 TO A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CANYON GATE CINCO RANCH SECTION ONE, THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE N 88 DEG. 05 MIN. 34 SEC. E ALONG THE NORTH LINE OF THE SAID 205.9293 ACRE TRACT A DISTANCE OF 375.65 FEET TO A 5/8" IRON ROD FOUND AT THE INTERSECTION OF SAID NORTH LINE WITH THE WEST LINE OF A 50' HL&P EASEMENT AS RECORDED IN VOLUME 2099, PAGE 1316 AND VOLUME 2105 PAGE 2005 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS, SAID 5/8" IRON ROD BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 14 DEG. 29 MIN. 01 SEC. E ALONG SAID HL&P EASEMENT WEST LINE A DISTANCE A DISTANCE OF 1808.44 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 78 DEG. 44 MIN. 42 SEC. W, CALLED S 78 DEG. 44 MIN. 24 SEC. W, ALONG THE SOUTH LINE OF SAID 205.9293 ACRE TRACT A DISTANCE OF 763.67 FEET TO A CONCRETE MONUMENT WITH BRASS CAP FOUND FOR CORNER;

THENCE S 82 DEG. 50 MIN. 14 SEC. W ALONG THE SOUTH LINE OF SAID 205.9293 ACRE TRACT A DISTANCE OF 290.14 FEET TO A 5/8" IRON ROD SET AT THE INTERSECTION OF THE SAID SOUTH LINE WITH THE EASTERLY LINE OF A 50' HOUSTON PIPELINE COMPANY EASEMENT AS RECORDED IN VOLUME 1736, PAGE 75, VOLUME 204, PAGE 453 AND VOLUME 206 PAGE 117 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS;

THENCE N 07 DEG. 56 MIN. 36 SEC. W ALONG SAID 50' PIPELINE EASEMENT A DISTANCE OF

EXHIBIT

"B"

AS PER ORIGINAL

21.10 FEET TO A 5/8" IRON ROD FOUND FOR CORNER OF SAID EASEMENT;

THENCE N 54 DEG. 35 MIN. 11 SEC. W ALONG SAID PIPELINE EASEMENT A DISTANCE OF 55.02 FEET TO A 5/8" IRON ROD SET FOR THE INTERSECTION OF THE SAID 50' PIPELINE EASEMENT WITH THE EASTERLY LINE OF A 30' PAN AMERICAN GAS COMPANY EASEMENT AS RECORDED IN VOLUME 1903, PAGE 1097 AND VOLUME 489, PAGE 132 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS;

THENCE N 07 DEG. 56 MIN. 36 SEC. W ALONG SAID 30' PIPELINE EASEMENT A DISTANCE OF 27.50 FEET TO A 5/8" IRON ROD FOUND FOR CORNER OF SAID 30' EASEMENT;

THENCE N 54 DEG. 35 MIN. 11 SEC. W ALONG THE NORTHEASTERLY LINE OF SAID 30' PIPELINE EASEMENT A DISTANCE OF 854.54 FEET TO A 5/8" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID CANYON GATE CINCO RANCH SECTION ONE;

THENCE N 35 DEG. 24 MIN. 29 SEC. E ALONG THE SOUTHEASTERLY LINE OF SAID CANYON GATE CINCO RANCH SECTION A DISTANCE OF 1655.09 FEET TO THE POINT OF BEGINNING CONTAINING 47.8557 ACRES OF LAND;



JAMES R. MCCLELLAN
R.P.L.S. 4980
AUGUST 18, 1997

NOTE: THIS FIELD NOTE DESCRIPTION IS PART OF THE PLAT OF SAME DATE. THE BEARINGS SHOWN HEREON ARE REFERENCED TO N 88 DEG. 05 MIN. 34 SEC. E ALONG THE NORTH LINE OF SAID 205.9293 ACRE TRACT.

AS PER ORIGINAL

FIELD NOTE DESCRIPTION

Being a 29.0504 acre tract or parcel of land situated in the H.D. Brown Survey, Abstract No. 406, Fort Bend County, Texas, and being a portion of a called 205.9293 acre tract and being of Canyon Gate Cinco Ranch Section Two, a proposed subdivision of 47.8557 acres situated in the H.D. Brown Survey Abstract No. 406, Fort Bend County, Texas, said 29.0504 acre tract or parcel of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" Iron rod found at the southwest corner of a called 7.358 acre tract of land as recored in Volume 795 Page 364 of the Deed Records of Fort Bend County, Texas;

THENCE S 78 Deg. 44 Min. 42 Sec. W along the south line of the said called 205.9293 acre tract a distance of 230.37 feet to a 5/8" iron rod found at the westerly line of a H.L.&P. Easement;

THENCE N 14 Deg. 29 Min. 01 sec. W along the westerly line of said H.L.&P. easement and the easterly line of said Canyon Gate Cinco Ranch Section Two a distance of 1808.44 feet to a 5/8" iron rod found at the intersection of the said westerly line of the H.L.&P. easement and the north line of the said 205.9293 acre tract;

THENCE N 88 Deg. 05 Min. 34 Sec. E along the north line the said called 205.9293 acre tract a distance of 1088.19 feet to a 5/8" iron rod found for the northwest corner of a called 1.3106 acre tract called "Tract 3 - 1.3106 acres" in description of 205.9293 acre tract;

THENCE S 02 Deg. 39 Min 26 Sec. E along the west line of said called 1.3106 acre tract a distance of 1146.58 feet to a 5/8" iron rod found on the north line of said called 7.358 acre tract, for the southwest corner of the said called 1.3106 acre tract;

THENCE S 82 Deg. 49 Min. 33 Sec. W along the north line of said called 7.358 acre tract a distance of 600.02 feet to a 5/8" iron rod found for the north west corner of said 7.358 acre tract;

THENCE S 14 Deg. 29 Min. 01 Sec. E along the west line of the called 7.358 acre tract and the east line of a H.L.&P. easement a distance of 539.01 feet to the POINT OF BEGINNING containing 1,265,435.8709 square feet or 29.0504 acres of land.



JAMES R. MCCLELLAN
R.P.L.S. NO. 4980
9-25-97

AS PER ORIGINAL

NOTE: The bearings shown hereon are referenced to N88-05-34 E along the north line of the called 205.9293 acre tract.

EXHIBIT

C

RESIDENTIAL LOT MASTER PLANT LIST - A2

TREES

Botanical Name

Acer rubrum
 Betula nigra
 Carya illinoensis & vars.
 Cersia canadensis & vars.
 Crataegus marshallii
 Crataegus spathulata
 Fraxinus pennsylvanica vars.
 Ilex decidua
 Ilex opaca & vars.
 Ilex vomitoria
 Koeleruteria bipinnata
 Lagerstroemia indica vars.
 Liquidambar styraciflua & vars.
 Ligustrum japonicum (tree form)
 Magnolia grandiflora & vars.
 Magnolia soulangiana & vars.
 Magnolia virginiana
 Myrica carifera
 Parkinsonia aculeata
 Platanus occidentalis
 Prunus caroliniana
 Pyrus calleryana & vars.
 Quercus falcata & vars.
 Quercus nigra
 Quercus nuttallii
 Quercus phellos
 Quercus shumardi
 Quercus texana
 Quercus virginiana
 Sapinum sebiferum
 Taxodium distichum
 Ulmus crassifolia
 Pinus elliotii
 Pinus taeda

Common Name

Red Maple
 River Birch
 Pecan
 Redbud
 Parsley Leaf Hawthorn
 Little Hip Hawthorn
 Green Ash
 Possumhaw
 American Holly
 Yaupon Holly
 Goldenrain Tree
 Crapemyrtle
 Sweetgum
 Wax Leaf Ligustrum
 Southern Magnolia
 Saucer Magnolia
 Sweet Bay Magnolia
 Southern Bayberry
 Retama
 Sycamore
 Cherry Laurel
 Callery Pear
 Southern Red Oak
 Water Oak
 Nuttall Oak
 Willow Oak
 Shumard Oak
 Texas Red Oak
 Live Oak
 Chinese Tallow
 Bald Cypress
 Evergreen Elm
 Slash Pine
 Loblolly Pine

SHRUBS

Botanical Name

Berberis thunbergii "Crimson Pygmy"
 Buxus microphylla japonica
 Camellia sasanqua vars.
 Chamaerops humilis
 Cleyera japonica
 Cycas revoluta
 Elaeagnus pungens vars.
 Erlobotrya x "Coppertone"
 Fatsia japonica
 Feijoa sellowiana
 Gardenia jasminoides "Radicans"

Common Name

Crimson Pygmy Barberry
 Japanese Boxwood
 Sasanqua Camellia
 Mediterranean Fan Palm
 Japanese Cleyera
 King Sago Palm
 Elaeagnus
 Coppertone Loquat
 Fatsia
 Pineapple Guava
 Dwarf Gardenia

EXHIBIT

C

AS PER ORIGINAL

Ilex cornuta vars.
Ilex dedidua
Ilex vomitoria & vars.
Juniperus spp. & vars.
Lagerstroemia indica (dwarf vars.)
Ligustrum japonicum & vars.
Ligustrum sinense "Variegatum"
Mahonia bealei
Michelia figo
Myrica cerifera
Nandina domestica & vars.
Nandina domestica "Compacta"
Nerium oleander (hardy vars.)
Photinia Fraseri
Pittosporum tobira & vars.
Pyracantha spp. & vars.
Raphiolepis indica vars.
Rhododendron (Azalea) spp. & vars.
Viburnum japonicum
Viburnum odoratissimum
Viburnum suspensum
Viburnum tinus & vars.
Xylosma congestum
Yucca spp. & vars.

Chinese Holly
 Possumhaw
 Yaupon Holly
 Juniper
 Dwarf Crapemyrtle
 Wax Leaf Ligustrum
 Variegated Privet
 Leatherleaf Mahonia
 Banana Shrub
 Southern Bayberry
 Nandina
 Compact Nandina
 Oleander
 Fraser's Photinia
 Pittosporum
 Pyracantha
 Indian Hawthorn
 Azalea
 Japanese Viburnum
 Sweet Viburnum
 Sandankwa Viburnum
 Laurustinus Viburnum
 Shiny Xylosma
 Yucca

GROUNDCOVERS

Botanical Name

Ajuga reptans & vars.
Asparagus sprengeri
Berberis thunbergii "Crimson Pygmy"
Cytisium falcatum
Gardenia jasminoides "Radicans"
Hedera canariensis & vars.
Hedera helix & vars.
Juniperus spp. & vars.
Liriope muscari & vars.
Lonicera japonica chinensis
Lonicera japonica "Halliana"
Nandina domestica "Harbour Dwarf"
Ophiopogon japonicus
Ophiopogon japonicus "Nanus"
Pyracantha "Red Elf"
Pyracantha "Ruby Mound"
Trachelospermum asiaticum & vars.
Trachelospermum jasminoides & vars.

Common Name

Ajuga
 Sprenger Asparagus
 Crimson Pygmy Barberry
 Holly Fern
 Dwarf Gardenia
 Algerian Ivy
 English Ivy
 Juniper
 Liriope
 Purple Japanese Honeysuckle
 Hall's Honeysuckle
 Harbour Dwarf Nandina
 Monkey Grass
 Dwarf Monkey Grass
 Red Elf Pyracantha
 Ruby Mound Pyracantha
 Japanese Star Jasmine
 Confederate Jasmine

GRASS

Botanical Name

Cynodon dactylon
Cynodon hybrids
Festuca arundinacea
Lolium multiflorum
Stenotaphrum secundatum & hybrids

Common Name

Common Bermuda
 Hybrid Bermuda
 Tall Fescue Ky-31
 Annual Rye Grass
 St. Augustine Grass

VINES

Botanical Name

- *Bignonia capreolata*
- Clematis discolorifolia*
- Campsis radicans*
- Clytostoma caillstegiolides*
- Ficus pumila*
- Gelsemium sempervirens*
- Lonicera japonica chinensis*
- Lonicera japonica "Halliana"*
- Lonicera sempervirens* & vars.
- Millettia reticulata*
- Rosa banksiae*
- Wisteria sinensis*

Common Name

Crossvine
Sweet Autumn Clematis
Trumpet Creeper
Lavender Trumpet Vine
Climbing Fig Vine
Carolina Jasmine
Purple Japanese Honeysuckle
Hall's Honeysuckle
Trumpet Honeysuckle
Evergreen Wisteria
Yellow Lady Banks' Rose
Chinese Wisteria

PERENNIALS

Botanical Name

Aster frikartii
Chrysanthemum maximum vars.
Coreopsis spp. & vars.
Cyrtolium falcatum
Fern spp.
Gerbera jamesonii vars.
Hymenocallis spp.
Hemerocallis vars.
Iris vars.
Tulbaghia violacea

Common Name

Frikarti Aster
Shasta Daisy
Coreopsis
Holly Fern
Fern
Gerbera Daisy
Basketflower
Daylily
Louisiana Iris
Society Garlic

ANNUALS

Spring Planting (March/April)

Geraniums
Lantana montevidensis vars.
Periwinkle
Petunia (last only through May)
Purslane
Scarletta bogonia
Marigolds
Portulaca

Fall Planting (October/November)

Calendula
Pansy
Snapdragons
Dianthus
Mums

WILDFLOWERS

Botanical Name

Rudbeckia hirta
Buchloe dactyloides
Coreopsis
Trifolium incarnatum
Phlox drummondii
Liatris pycnostachya

Common Name

Black-eyed Susan
Buffalograss
Coreopsis varieties
Crimson Clover
Drummond Phlox
Gay Feather

Gaillardia pulchella
Monarda citriodora
Monarda citriodora
Verbena tenuisecta
• Cassia fasciculata
Echinacea purpurea
Lupinus texensis
Castilleja indivisa
Corpeopsis lanceolata

Indian Blanket
Lemon Mint
Mexican Hat
Moss Verbena
Partridge Pea
Purple Coneflower
Texas Bluebonnet
Texas Paintbrush
Tickseed

FRONT YARD TREES LIST - A1

TREES

Botanical Name

Quercus nigra
Quercus phellos
Quercus texana
Quercus virginiana
Ulmus crassifolia
Pinus taeda

Common Name

Water Oak
Willow Oak
Texas Red Oak
Live Oak
Elm
Loblolly Pine

Ash *
Pear *

* - Rear yards only

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

3-18-98 10:03 AM 9818787

CT \$87.00

DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS