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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
MOCKINGBIRD HEIGHTS, SECTIONS 3, 6, 9 and 10
AND FOLLOWING

SECOND AMENDMENT 5/2008
Filed at Mitchell County Recorder

BY LAWS OF
MOCKINGBIRD HEIGHTS, SECTIONS 3, 6, 9 and 10
AND FOLLOWING
HOME OWNERS ASSOCIATION, INC

500 2588 WL 2633 Pg 406

STATE OF TEXAS § 000 2190 WL 2630 Pg 41
COUNTY OF MIDLAND §

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MOCKINGBIRD HEIGHTS, SECTIONS 3
AND FOLLOWING**

RECITALS:

WHEREAS, EVANS I. DEVELOPMENT, LTD., a Texas Limited Partnership (the "Developer") is the owner of the following described tract of land, situated in the City of Midland, Midland County, Texas, to-wit:

BEING A 6~~5.9~~ ACRE TRACT OF LAND OUT OF SECTION 8, BLOCK "X", H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, as further described by metes and bounds on Exhibit "A" annexed hereto and made a part hereof, approximately 36 acres of which is known as MOCKINGBIRD HEIGHTS, SEC. 3~~4.5~~ and the other approximately 2.8 acres of which will be known as MOCKINGBIRD HEIGHTS, SEC. 8~~7.6~~ and a 60.61 acre tract out of Section 8, Block "X", H.P. Hilliard Survey, Midland County, Texas, as further described by metes and bounds on Exhibit "B" annexed hereto and made a part hereof (which 64.7 acre tract of land and which 60.61 acre tract of land are hereinafter referred to as the "Property" or the "Subdivision"), which 60.61 acre tract is contemplated to be developed in additional sections; and

WHEREAS, this Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made specifically SUBJECT TO all oil and gas leases, drill site agreements, pipelines, easements, restrictions and other instruments which might affect the Property appearing of record in the office of the County Clerk of Midland County, Texas; and

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WHEREAS, Developer is reserving all minerals and all water rights in the Subdivision, and will convey the surface only to purchasers of lots (which are platted in the Plat of the Subdivision) in the Subdivision; and

WHEREAS, Developer is the owner of the Property, and desires to subject all of the Property to the following covenants, conditions and restrictions:

1.

Except as hereinafter provided, no structure shall be erected, altered, placed or permitted to remain on any lot other than one, detached single family dwelling, not to exceed two stories in height, and outbuildings used in connection therewith. Permissible outbuildings shall include only a garage, either attached or detached, for two or more cars, either of which may include a laundry room or laundry facilities to be used for the convenience of the occupants of the dwelling, but not as a public laundry; and may be used for children's play houses, or storage buildings of a like nature, for the convenience and pleasure of the occupants of the dwelling. Except as enumerated above, no other outbuildings may be located upon such lot or premises.

2.

All lots in the Subdivision are hereby designated as single family residence lots. The residential improvements located on the following lots in the Subdivision shall consist of single family dwelling units with minimum square footage as follows:

Fairwood Street shall contain not less than 2,600 square feet of livable floor space, and shall be of no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

Baybrook Street shall contain not less than 2,700 square feet of livable floor space, and shall be no more than 2 stories in height, and shall

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have a minimum of 1,300 square feet of livable floor space on the ground floor.

the single family dwelling units shall contain not less than 2,500 square feet, shall be of no more than 2 stories in height and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

each single-family dwelling unit shall contain not less than 2,300 square feet of livable floor space, shall be no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable space on the ground floor.

shall contain not less than 3,400 square feet of livable floor space; lots 47, 48 shall have a 3,200 square feet (minimum) and shall be of no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

shall contain not less than 3,200 square feet of livable floor space, (lots 8, 9, 10 shall have a 3,400 square foot minimum) and shall be of no more than 2 stories in height, and shall have a minimum of 1,500 square feet of livable floor space on the ground floor.

shall contain not less than 2,500 square feet of livable floor space, and shall be of no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

shall contains not less than 3,600 square feet of livable floor space, and shall be of no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

shall contain not less than 3,400 square feet of livable floor space, and shall be of no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

shall contain not less than 3,000 square feet of livable floor space, and shall be of no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

lots 1,2,3 and 4 shall contain 3,200 sq. ft. of livable floor

shall contain not less than 2,800 square feet of livable floor space, and shall be of no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

shall contain not less than 2,800 square feet of livable floor space, and shall be of no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

shall contain not less than 2,850 square feet of livable floor space, and shall be of no more than 2 stories in height, and shall have a minimum of 1,300 square feet of livable floor space on the ground floor.

On all streets the front yard fence, if fence is not all brick construction,

shall have brick columns and 1" cedar plank with a cedar board cap (top rail)

Fences on all lots that side on Wood Drive and Valwood shall be

solid brick construction.

Kingwood Court and Timberglen Circle

All fences siding Valwood Street shall be solid brick

construction. Side and back fences, if not brick, shall

be a 1" cedar plank with a cedar board cap

(top rail). 8 ft. height maximum; no standard picket

fences.

Fences on Wood Drive, Greenville Circle and Greenville Place

and Clarewood Drive shall have a minimum of brick

columns with 1" cedar plank top cap running between

columns in front yards. Side and rear fences may be standard picket

fence, 8 ft. height maximum.

Lots 51, 52 and 4 that side on Greenville Circle and Clairwood shall have

a fence of solid brick if a fence is needed on the side of the house.

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Fences on Tanforan and Shadyview shall be of solid brick construction facing the

street. Side and back fences, if not brick, shall be a 1 inch cedar plank with a cedar

board top cap (top rail) along the top, 8 foot height maximum, no standard picket fences.

Fences on Timberglen facing the street shall have a minimum of brick columns

with 1 inch cedar plank with a cedar board top cap running between columns, side and

rear fences may be standard cedar picket fence, 8 ft height maximum.

Fences on all lots that side on Valwood street shall be solid brick construction.

Lot 11 (4212 Tanforan) shall have a solid brick fence on the side facing Shadyview.

3.

Garages shall be only for the use of the occupants of the residence to which they are

apartmentment. All garage openings must face the rear of the lot, except on corner lots, where the

garage opening may face the side yard adjacent to the street abutting the side yard, provided it is in

the rear one-half of the lot, and provided that it is set back no less than 20' from the street in

accordance with the City Code for the City of Midland. No overhead garage door may face the street

serving the front of the premises.

4.

No single family residential structure shall be created or placed on any lot in the Subdivision which plot has an area of less than 8,000 square feet.

5.

All residences shall be placed upon concrete foundations, and shall have exterior walls which shall be not less than 90% of any of brick, rock or stucco, either solid or veneer, and in computing the 90%, any windows in such walls shall not be taken into account.

Shadyview subdivision

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6. All structures shall be erected within the building setback lines shown on the recorded plat of the Property which shall conform to the City Code of the City of Midland.

7.

No residence or dwelling may be moved from outside the Property onto any lot or lots in the

Subdivision

8.

No trailer, tent, shack, garage, or barn erected in the Subdivision shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. This paragraph shall not be deemed to prevent the use of mobile or modular offices as a temporary sales or builder's field office, provided however, any such temporary sales or builder's field office must be skinned and landscaped in accordance with the requirements of the Architectural Control Committee. Such office shall not remain on a lot for in excess of 24 months.

9.

No radio or television antenna with more than 30 square feet of grid area, or which attains a height in excess of 6 feet from the highest point of the roof shall be permitted. All such installations are limited to roof and back yard. Front yard installations are strictly prohibited.

10.

No tar and gravel roof shall be constructed on the lots described herein. In addition, if composition roofs are to be placed on structures on the lots, they shall be of 30 year, high definition, three dimensional laminated asphalt or better shingle material. No shingle on a roof may be green, blue or white in color.

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11.

The structure and grounds of each lot shall be maintained in a neat and attractive condition at all times. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain on any part of a lot, and no refuse pile, or unsightly object shall be allowed to be placed, or to remain thereon. No substantial changes in the elevation of the land shall be made on the premises of a lot in the Subdivision.

12.

No major automobile repairs shall be conducted within the Subdivision.

13.

No commercial pursuit or trade of any character and no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to persons in the Subdivision.

14.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and are not offensive to the enjoyment of the adjoining lots.

15.

A sidewalk of not less than 60 inches and adjoining the curb, all in accordance with the City Code of the City of Midland, shall be constructed at the time a residence is built on a lot or such sidewalk shall be constructed in accordance with the requirements of the City Code of the City of Midland if such Code conflicts with the requirements herein. Also, at the time a residence is placed

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on a lot, a driveway shall be constructed from the property line to the garage. Each such driveway shall be constructed of solid concrete and/or four inch caliche base with one inch asphalt top.

16.

No sign of any kind shall be displayed to the public on any lot, except (i) one sign of not more than five square feet advertising the property for sale or signs used by the builder to advertise the property during the construction process and sales period; (ii) Midland Independent School District student sports and band letter signs; (iii) temporary political advertising signs; and (iv) Developer shall be entitled to a large subdivision sale sign for a period of two years from the date hereof.

17.

No boat, recreational vehicle, trailer or inoperative motor vehicle may be kept or stored upon any lot, except within a garage or behind decorative screening fences (which fences shall not exceed a maximum height of eight (8) feet) whereby the boat, recreation vehicle, trailer or inoperative motor vehicle is visibly screened from all street views. All such garages or decorative screening fences shall be of designs aesthetically compatible with that of the residence located on the lot. Street front aluminum, or any other type of metal structures are specifically prohibited from the Subdivision.

18.

Streets shall not be used by Residential Lot Owners for parking of their automobiles and vehicles except for occasional or temporary purposes.

19.

No mailboxes are allowed in front of any single family residence in the Subdivision.

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20. Front yards of residences in the Subdivision must be 50% grass or shrubs.

21.

No yard lights may be used in the Subdivision that are offensive and disturb any home or resident in the neighborhood.

22.

Seventy percent of the roof slope for any residence in the Subdivision should be a 7 and 12 slope.

23.

Easements for utility installation and maintenance are reserved in all lots affected thereby as shown on the recorded Plat of the Subdivision.

24.

All construction in the Subdivision shall be in conformity with the building and sanitary codes of the City of Midland, Midland County, Texas.

25.

Landscaping within the front setback area shall be in place within 6 months of the completion of the first structure on a lot. The landscaping shall be maintained in a slightly and well kept manner, consistent with a well kept residential neighborhood, and shall be irrigated by an underground irrigation system. At a minimum, there must be 2 trees, with 4 to 6 inch trunks, balled and planted on the lot, together with twenty 2 gallon shrubs.

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26.

Architectural Control Committee

A. Developer shall designate and appoint an Architectural Control Committee consisting of not less than 3 qualified persons which shall serve at the pleasure of Developer. After Developer no longer owns any lot in the Subdivision, the Architectural Control Committee shall serve at the pleasure of the Homeowners Association.

B. Approval of Plans and Specifications. The Architectural Control Committee must review and approve in writing all of the following projects on the property:

- (i) Construction of any building, fence, wall, or other structure;
- (ii) Any exterior addition, change or alteration in any building, fence, wall, or other structure;
- (iii) Any landscaping, or grading of any lot or lots; and
- (iv) Any other item mentioned in this Declaration.

C. Submission. To obtain approval to do any of the work described in this Paragraph 26.B, an owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location, of the proposed work.

D. Review. The Architectural Control Committee shall review applications for proposed work in order to:

- (i) Insure conformity of the proposal with these covenants, conditions and restrictions; and

Declarant's Declaration

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000 5130 WD 2430 PG 55

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- (ii) Insure harmony of external design in relation to surrounding structures and topography.

An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority, to interpret and apply these standards. In rejecting an application, the Committee may detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

27.

Once the construction of any building has begun on a lot, work thereon must be prosecuted diligently, and must be completed within a reasonable time. No building shall be occupied for residential purposes during construction. Further, no garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residential purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property, and the use of adequate sanitary toilet facilities which may be provided during such construction.

28.

Developer and the Architectural Control Committee shall review and approve or disapprove all plans for proposed construction in the Subdivision. Failure by an owner to build on or before 6 months after the date of closing the purchase of a lot from Developer gives Developer the right and option to repurchase such lot for its then appraised value or its purchase price by that owner, whichever is lower. No lot may be resold by an owner in the Subdivision without Declarant having the prior right and option to purchase the lot at its then appraised value. Failure to comply with this provision shall result in the placement of a lien against said lot in favor of Developer.

Declarant's Declaration

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000 5130 WD 2430 PG 56

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29.

- A. All presently existing easements for utilities or drainage in the Subdivision are hereby reserved to the present owners of such easements.
- B. No structures, including walks, fences, paving or planting, shall be erected upon any part of the Subdivision which will interfere with the rights of ingress and egress to and from the easements referred to in Paragraph A. hereof.

- C. All utilities serving the Subdivision shall be underground.

30.

Declarant may add or annex additional real property (from time to time, and at any time, during the next 10 years from the date of this Declaration, and for an additional 10 years if the Declarant so elects by filing an election of record in Midland County, Texas during the initial 10 years) to the Subdivision, SUBJECT TO this Declaration, by filing of record in Midland County, Texas a Supplemental Declaration of Covenants and Restrictions, or other amendatory document which shall extend the Restrictions and Covenants of this Declaration to such property; provided, however, that any such supplementary declaration may contain such complementary additions and modifications of the Restrictions and Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, and as are not inconsistent with the concepts and purposes of this Declaration, and provided that all amendments to this Declaration must be approved in advance by the Planning and Zoning Commission of the City of Midland prior to filing with the Midland County Clerk.

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D06 5189 VOL 2490 PG 71

D06 25874 VOL 2633 PG 714

31.

- A. Homeowners Association. The Developer shall create a non-profit corporation (Association) under the laws of the State of Texas which shall have the power and obligation of perpetually owning, managing and maintaining, repairing, replacing, improving and insuring the common areas, facilities and easements within this Subdivision. The Association shall collect assessments and make disbursements of proceeds, including the payment of all taxes assessed against the Association or the common areas owned by the Association, and shall take appropriate disciplinary action concerning delinquent accounts. The Association shall be known as the MOCKINGBIRD HEIGHTS, SECTIONS 3 AND FOLLOWING, HOMEOWNERS ASSOCIATION, INC.

- B. Membership and Voting. Upon sale of a lot subject to the Declaration, the purchaser shall automatically become a Member of the Association (unless the purchaser is a licensed builder who does not own an occupied residence on the lot). Membership shall be SUBJECT TO all provisions of this Declaration, and to the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. A Membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such lot (and then only to such purchaser), by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process or by the relinquishment of Membership upon the execution of an election to be excluded from the Association. The record owner of a lot shall be entitled to one Membership in the Association and one vote. Any joint owner shall designate to the Association in writing the name of the person entitled to vote said Membership. At the discretion

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000 2490 WOL 2490 PG 73

of the Association, no certificates of Membership need be issued, and if certificates are not issued, Membership shall be evidenced by an official list of Members kept by the secretary of the Association.

Notwithstanding the foregoing, the Developer shall be entitled to 3 votes for each platted lot owned by the Developer.

C. The Developer Shall Convey Title. The Developer shall convey title to the common area, without charge, and free of encumbrance, to the MOCKINGBIRD HEIGHTS, SECTIONS 3 AND FOLLOWING, HOMEOWNERS ASSOCIATION, INC. when (i) 75% of the acreage which has been or will be platted for residential use in the Subdivision is occupied by residential lot owners; or (ii) upon the sale by Developer of 30 lots.

D. Board of Directors. The business and affairs of the Association shall be managed by a board of directors (the "Board of Directors"). Directors need not be residential lot owners in Mockingbird Heights. The number of Directors shall be no less than 3 and no more than 7, and shall be determined by majority vote of the MOCKINGBIRD HEIGHTS, SECTIONS 3 AND FOLLOWING, HOMEOWNERS ASSOCIATION, INC. At each annual election, the Members shall elect Directors to hold office until the next succeeding annual meeting. Directors shall meet at least once during each 3 calendar month time period. Any vacancy occurring in the Member may be filled by the affirmative vote of the majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

E. At some date subsequent to the date of this Declaration, by amendment hereto, the Association may allow residents of Mockingbird Heights, Sections 1 and 2, to join the Association, and to thereby possess all rights and privileges accorded Members of the Association as currently

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established or by amendment hereto established. The fees, dues, and other applicable charges for such memberships shall be established by the Association.

32.

A. Common Areas and Ownership. The common areas (the "Common Areas") designated and shown on any recorded Plat of this Subdivision shall be owned by the Association for the benefit of the Members within this Subdivision. The costs of perpetual maintenance, upkeep and improvements thereon, liability insurance thereon, and property taxes thereon, shall be borne on an equal basis by all Members of the Association.

B. Land Use. Land use within the Common Areas shall be restricted to activities and improvements related to park, recreation and open space uses, including, but not limited to, physical fitness, designated auto parking clusters, landscaped areas, outdoor lighting, signs relevant to the development thereof (which will only be signs which identify the Subdivision), screening and fencing devices. Recreation centers or private club buildings may some day include, but not be limited to, clubhouse with swimming pool and other uses of a similar nature and character, as Developer may, in its discretion, construct in the Subdivision, or common areas annexed to and made a part of the Subdivision.

C. Dedication. Dedication to any public agency or authority or public utility shall not be made unless the dedication, transfer, purpose, location and conditions thereof are agreed to in an instrument in writing entered into between the parties involved and which is signed by and Approved by vote of two-thirds (2/3) of the Members of the Association and is accepted by representatives of such public entity. Any dedication or transfer of fee title to the Common Areas must also have the

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prior approval of the Planning and Zoning Commission of the City of Midland except where the dedication or transfer is to the City of Midland.

33.

A. Assessments or Charges and special assessments for improvements shall be fixed, established and collected from time to time by the Association as hereinafter provided. Such assessments and special assessments, together with such interest and costs of collection, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any continuing lien created by an assessment pursuant to Paragraphs 33.A. and 33.B. shall be a second lien behind any purchase money mortgage lien, or utility lien for water, sewer and garbage service provided by the City of Midland, but shall be ahead of all other (subsequent) liens against the property. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person who was the owner of the Subdivision lot at the time of assessment. Assessments shall be applied on an equal basis to all Members of the Association. Assessments levied by the Association shall be used for improvements and maintenance of properties, services and facilities, repair, replacement and additions within the Common Area, including, but not limited to, payment of applicable insurance and taxes, cost of labor, equipment, materials, management and supervision.

B. Special assessments for capital improvements in addition to the annual assessments may be authorized by the Member in accordance with the Bylaws of the Association for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Common Area.

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C. Notices and Due Dates of Assessments. The Board of Directors of the Association shall specify the due date and amount of assessment at least 15 days in advance of such due date, and shall prepare a roster of the properties and assessments applicable thereto. Written notice of the assessment shall also be mailed to every residential lot owner at least 15 days in advance of the specified due date of the assessment. The due date of any special assessment shall be established by resolution of the Board of Directors of the Association. Upon demand by any lot owner liable for assessment, the Board of Directors shall furnish a certificate in writing signed by an officer or Director of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment.

D. Effect of Non-Payment of Assessment. If the assessments are not paid when due, then they shall become delinquent, and together with such interest and cost of collection, become a continuing lien against the lot which shall bind the hands of the then owner, his heirs, devisees, personal representatives and assigns from transferring the property without the lien. Additionally, however, the personal obligation of the owner to pay such assessment shall remain his personal obligation for the statutory period, and the personal obligation shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency. The Association may bring an action at law against the owner personally obligated to pay the same, or the Association may foreclose the lien against the lot. Costs of preparing and filing the complaint in such action, together with reasonable attorneys' fees, shall be added to such assessment, and in the event a judgment is obtained, the judgment shall include interest and attorneys' fees, together with the costs of the action. Notwithstanding any

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provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

34.

A. The covenants, conditions and restrictions herein set forth shall run with the land.

B. If any restriction herein set forth is declared invalid, the remaining restrictions shall nevertheless continue in full force and effect. The Declarant or its employees shall not be liable for any incidental or consequential damages arising as an outcome of any of these provisions. Violation of or failure to comply with these Restrictions and Covenants shall not affect the validity of any mortgage, bona fide lien, or other similar security instrument which may be then existing on or against any tract.

C. If any person acquiring land or any interest therein in this Subdivision shall violate or attempt to violate any of the restrictions in the Declaration, it shall be lawful for any other person or persons owning land or any interest therein in said Subdivision to prosecute proceedings in law or equity against any person or persons so violating or attempting to violate such restrictions, either to prevent such violation or such violator from so doing or to recover damages by reason of such violation; provided, however, that such proceedings, if conducted, shall be at the sole cost and expense of the person or persons prosecuting the same.

35.

All changes and amendments to the Declaration shall be in accordance with the platting or zoning procedure of the City of Midland, and those changes and amendments which relate directly to the Association or the Common Areas shall be reviewed and approved by the Planning and

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Zoning Commission of the City of Midland before enactment, and subject to the foregoing, shall be as follows:

(a) Until at least 75% of the acreage, which has been, or will be platted for residential use in the Subdivision has been sold, the Developer may amend or change these Restrictions and Covenants and shall not be required to obtain the consent of the owners of lots or tracts comprising the Subdivision or any part thereof.

(b) Anytime after at least 75% of the acreage comprising the residential portion of the Subdivision, whether as currently existing or including additions made pursuant to Article 30 of this Declaration, is owned by individuals who have built or who are in the process of building for personal occupancy on their respective tracts, the Restrictions and Covenants set forth herein shall be SUBJECT TO amendment or alteration by the affirmative vote of the owners of 75% of the acreage subject hereto. Upon any addition or annexation to the Subdivision pursuant to Article 30 of this Declaration, current ownership shall be calculated on the basis of the total acreage existing after the addition or annexation, including any acreage added or annexed to the residential portion of the Subdivision.

Any and all amendments to these Restrictions and Covenants after Planning and Zoning Commission of the City of Midland approval has been obtained shall be recorded in the office of the County Clerk of Midland County, Texas.

On the 22 day of April, 2009, and on each 10th anniversary thereof, the Restrictions and Covenants herein set forth shall be automatically renewed and extended for successive periods of 10 years each unless, as of the expiration of any such period, the Developer (until 75% of the acreage of the Subdivision has been sold) or the Association (pending upon an

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affirmative vote of at least 2/3 of its Members) thereafter shall have elected to not renew and extend the Restrictions and Covenants then in effect. Notwithstanding the foregoing or any other provision hereof, all of the provisions set out in these Restrictions and Covenants which relate directly to the Association or the Common Area, which subject to amendment, shall survive any termination hereof by the Developer or by the Association.

36.

If one or more of the provisions contained in these Restrictions and Covenants shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of these Restrictions and Covenants.

Administrative Declaration

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EXECUTED this 24th day of April, 2002.

EVANSI, DEVELOPMENT, LTD., a Texas Limited Partnership

By: Billy J. Evans
 Printed Name: Billy J. Evans
 Its: Managing Partner

APPROVED:

CITY OF MIDLAND
PLANNING AND ZONING COMMISSION

By: Peter Martin
 Printed Name: Peter Martin
 Its: Chairman

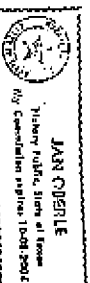
Date: 6th May 2002

STATE OF TEXAS

COUNTY OF MIDLAND

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This instrument was acknowledged before me this 24th day of April, 2002, by Billy J. Evans, Managing Partner of EVANSI, DEVELOPMENT, LTD., a Texas Limited Partnership.



Jan Oserle
 Notary Public, State of Texas
 Notary's Printed Name: _____
 Notary's Commission Expires: _____

Administrative Declaration

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MANAGEMENT PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
REGISTERED PROFESSIONAL ENGINEERS
TECHNICAL AND MECHANICAL

Msgr. A. Schumann, J.
President
Cynthia Ann Kloth
Manager



SCHUMANN ENGINEERING CO., INC.
Civil Engineering ~ Land Surveying

408 North Pecos Street -- P. O. Box 504 -- Midland, Texas 79702-0504
Office (432) 684-5548 ~ Fax (432) 684-6973

EXHIBIT "A"

105 - ~~22464-400~~ 2435 P4 - 424

JULY 9, 2004

FIELD NOTE DESCRIPTION OF A 15.41 ACRE TRACT OF LAND OUT OF SECTION 8, BLOCK "X", H. P. HILLARD SURVEY, MIDLAND COUNTY, TEXAS, ALSO KNOWN AS MOCKENBIRD HEIGHTS, SECTION 3, MOCKENBIRD HEIGHTS, SECTION 4 AND MOCKENBIRD HEIGHTS, SECTION 5, ADDITIONS TO THE CITY OF MIDLAND, AS PER PLATS RECORDED IN CABINET "G", PAGE 1, CABINET "E", PAGE 211 AND CABINET "G", PAGE 46, ALL IN PLAT RECORDS, AND BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE MOST WESTERLY SW CORNER OF THIS TRACT, SAME BEING THE NW CORNER OF A 2.066 ACRE TRACT (REFERENCE: VOLUME 1237, PAGE 438, OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS), AND IN THE EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE, FROM WHICH THE SW CORNER OF SAID SECTION 8 BEARS S.15°14'22"E. 350.00 FEET AND S. 74°51'28"W. 60.00 FEET;

THENCE N.15°14'22"W. 500.00 FEET ALONG THE SAID EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE TO A POINT FOR THE NW CORNER OF THIS TRACT,

THENCE N.74.5128°E. 100.04 FEET, THENCE NORTHEASTELY 384.29 FEET (CURVE DATA AS FOLLOWS: INCLUDED ANGLE = 30°03'55"; RADIUS = 732.35'; TANGENT = 186.68'), N.44°53'24"U. 224.70 FEET, THENCE NORTHEASTELY 108.23 FEET (CURVE DATA AS FOLLOWS: INCLUDED ANGLE = 29°59'04"; RADIUS = 206.81'; TANGENT = 55.38'), N.74°51'28"E. 86.49 FEET TO A POINT FOR THE NE CORNER OF THIS TRACT IN THE WEST RIGHT-OF-WAY LINE OF VALWOOD DRIVE AND THE WEST LINE OF MOCKINGBIRD HEIGHTS (REFERENCE: CABINET "F", PAGE 14, PLAT RECORDS, MIDLAND COUNTY, TEXAS);

THENCE ALONG THE SAID WEST LINE VALWOOD DRIVE AND THE WEST LINE OF SAID MOCKINGBIRD HEIGHTS AS FOLLOWS: S.15°08'32"E. 142.50 FEET; S.29°51'28"W. 14.14 FEET; S.15°08'32"E. 55.00 FEET; S.60°08'32"E. 14.14 FEET; S.15°08'32"E. 265.50 FEET; S.29°51'28"W. 14.14 FEET; S.15°08'32"E. 55.00 FEET; S.60°08'32"E. 14.14 FEET; S.15°08'32"E. 265.50 FEET; S.29°51'28"W. 14.14 FEET; S.15°08'32"E. 55.00 FEET; S.60°08'32"E. 14.14 FEET; S.15°08'32"E. 133.50 FEET; S.68°20'17"W. 35.23 FEET TO A POINT OF WAY LINE OF SOUTHERLY SE CORNER OF THIS TRACT IN THE NORTH RIGHT-OF-WAY LINE OF MOCKINGBIRD LANE;

DOE 5150.404 2499 E5 81

JULY 9, 2004
FIELD NOTES 15.41 ACRE TRACT
PAGE 2

THENCE S. 74° 51' 28" W. 512.72 FEET ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF MOCKINGBIRD LANE TO A POINT FOR THE MOST SOUTHERLY S.W. CORNER OF THIS TRACT, SAME BEING THE SE CORNER OF SAID 2.666 ACRE TRACT;

THEN EN.151422'W.291.00 FEET ALONG THE EAST LINE OF SAID 2.066 ACRE TRACT TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT, SAME BEING THE NE CORNER OF SAID 2.066 ACRE TRACT;

THENCE S.74°51'28"W. 360.00 FEET ALONG THE NORTH LINE OF THE SAID 2.066 ACRE TRACT TO THE PLACE OF BEGINNING.

Lucie F. S.
 CRUISE B. SUDDUTH
 RPLS 5308



JOB NO. 68,200-FN

THIS FIELD NOTE DESCRIPTION WAS COMPILED FROM RECORD INFORMATION ONLY
AND SHOULD NOT BE CONSTRUED AS AN ON THE GROUND SURVEY.

~~Doc 2494-106-2493 P6-126~~

600	51.50 Wk.	2490 fcs	82
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MUSTERED OUT PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
REGISTERED PROFESSIONAL CIVIL ENGINEER
TEXAS AND NEW MEXICO

Michael A. Schumann, Jr.
President
Cynthia Ann Klotz
Manager



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~~501-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000~~

FIELD NOTE DESCRIPTION OF A 24.44 ACRE TRACT OF LAND OUT OF THE SW/4 OF SECTION 8, BLOCK "X", H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, TO BE KNOWN AS MOCKINGBIRD BLOCK "X", SECTION 6, AND BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE SW CORNER OF THIS TRACT, SAME BEING THE NW CORNER OF MOCKINGBIRD HEIGHTS SECTION 3 (REFERENCE: CABINET "G", PAGE 1, PLAT RECORDS, MIDLAND COUNTY, TEXAS) IN THE EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE,

THENCE N. 15° 14' 22" W., 1204.02 FEET ALONG SAID EAST-RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE TO A POINT FOR THE NW CORNER OF THIS TRACT;

THENCE N.74°35'48"E. 337.72 FEET, N.03°01'43"E. 105.23 FEET, S.82°19'32"E. 193.16 FEET, S.67°28'09"E. 233.97 FEET, AND N.74°51'28"E. 108.04 FEET TO A POINT FOR THE NE CORNER OF THIS TRACT;

THENCE S. 15° 08' 32" E. 330.00 FEET TO A POINT FOR THE MOST EASTERLY SE CORNER OF THIS TRACT, SAME BEING A NW CORNER OF MOCKINGBIRD HEIGHTS, SECTION 2 (REFERENCE CABINET "F", PAGE 134, PLAT RECORDS, MIDLAND COUNTY, TEXAS) IN THE EAST RIGHT-OF-WAY LINE OF VALWOOD DRIVE.

THENCE S.74.5128"W., 60.00 FEET ALONG THE NORTH LINE OF SAID MOCKINGBIRD HEIGHTS, SECTION 2 TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT, SAME BEING A NW CORNER OF SAID MOCKINGBIRD HEIGHTS, SECTION 2 IN THE WEST RIGHT-OF-WAY LINE OF VAL WOOD DRIVE.

THENCES, 15°08'32"E, 160.00 FEET, S, 29°51'28"W, 14.14, S, 1508'32"E, 70.00 FEET, S, 8508'32"E, 14.14 FEET, S, 15°08'32"E, 135.00 FEET ALONG THE WEST LINE OF SAID MOCKINGBIRD HEIGHTS, SECTION 2, AND THE WEST LINE OF MOCKINGBIRD HEIGHTS (REFERENCE: CABINET "F", PAGE 14, PLAT RECORDS MIDLAND COUNTY, TEXAS) TO A POINT FOR THE MOST SOUTHERLY SE CORNER OF THIS TRACT, SAME BEING THE NE CORNER OF SAID MOCKINGBIRD HEIGHTS, SECTION 3.

THENCE S.74°51.28'W., 86.49 FEET, THENCE SOUTHWESTERLY 108.23 FEET (CURVE DATA AS FOLLOWS, INCLUDED ANGLE = 29°59'04", RADIUS = 206.81'; TANGENT = 55.35'), S.44°55'24'W., 224.70 FEET, THENCE SOUTHWESTERLY 34.29 FEET (CURVE DATA AS FOLLOWS, INCLUDED ANGLE = 30°03'55", RADIUS = 733.25'; TANGENT = 196.68'), S.74°14'31'W., 100.04 FEET ALONG THE NORTH LINE, OF SAID MOCKINGBIRD HEIGHTS, SECTION 3 TO THE PLACE OF BEGINNING.

Alfred B. Sudduth
CRUSE B. SUDUTH
RPLS 5308



DOC 5150 YOE 2450 PG 33

THIS FIELD NOTE DESCRIPTION WAS COMPILED FROM RECORD INFORMATION ONLY AND SHOULD NOT BE CONSTRUED AS AN ON THE GROUND SURVEY.

REGISTERED PROFESSIONAL LAND SURVEYORS
N.C. BOARD OF LAND SURVEYORS
REGISTERED PROFESSIONAL CHAL. BRADSHAW
JEFFREY AND KATHY WELSH

Mark A. Schumann, Jr.
 President
 Cynthia Ann Kolt
 Manager



SCHUMANN ENGINEERING CO., INC.
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408 North Pecos Street -- P. O. Box 504 -- Midland, Texas 79702-0504
Office (915) 684-5546 -- Fax (915) 684-6973

~~DBS 22474 WOL 243375 423~~

MARCH 29, 2004

FIELD NOTE DESCRIPTION OF A 60.61 ACRE TRACT OF LAND OUT OF SECTION 8, BLOCK "X", H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, AND BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE MOST WESTERLY SW CORNER OF THIS TRACT, SAME BEING THE NW CORNER OF A 20.85 ACRE TRACT OF LAND TO BE KNOWN AS MOCKENBIRD HEIGHTS SECTION 6, AND IN THE EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE, FROM WHICH THE SW CORNER OF SAID SECTION 8 BEARS S. 15°14'22" E. 2054.02 FEET AND S. 74°51'28" W. 60.00 FEET,

THENCE N.15°14'22"W. 565.83 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH
MIDLAND DRIVE TO A POINT FOR THE NW CORNER OF THIS TRACT;

THENCE N.74°51'28"E. 2743.71 FEET TO A POINT FOR THE NE CORNER OF THIS TRACT;

THENCE S.15°14'22"E. 1050.86 FEET TO A POINT FOR THE SE CORNER OF THIS TRACT SAME BEING THE NE CORNER OF MOCKINGBIRD HEIGHTS SECTION 2 (REFERENCE CABINET "F", PAGE 134, PLAT RECORDS, MIDLAND COUNTY, TEXAS);

THENCE ALONG THE NORTH LINE OF SAID MOONBIRD HEIGHTS SECTION 2 AS FOLLOWS: 1.17, 51.28' W. 248.96 FEET; S. 66° 25' 17" W. 358.80 FEET; S. 74° 51' 28" W. 1,17.52 FEET; N. 15° 08' 32" W. 5.00 FEET; S. 74° 51' 28" W. 60.00 FEET; S. 15° 08' 32" E. 5.00 FEET AND S. 74° 51' 28" W. 908.00 FEET TO A POINT IN THE NORTH LINE OF SAID MOONBIRD HEIGHTS SECTION 2 AND THE MOST SOUTHERLY SW CORNER OF THIS TRACT;

THENCE N 15.0032° W., AT 5.00 FEET PASS A CORNER OF SAID MOCKINGBIRD HEIGHTS SECTION 2, IN ALL A TOTAL DISTANCE OF 353.00 FEET TO A POINT FOR A CORNER OF THIS TRACT AND THE NE CORNER OF SAID 20.85 ACRE TRACT;

THENCE ALONG THE NORTH LINE OF SAID 20.85 ACRE TRACT AS FOLLOWS: S.74°51'28"W. 108.04 FEET; N.67°28'03"W. 233.97 FEET; N.82°19'32"W. 193.16 FEET; S.83°01'43"W. 103.23 FEET; AND S.74°35'48"W. 337.72 FEET TO THE PLACE OF BEGINNING.

Cruse B. Sudduth
CRUSE B. SUDUTH
RPLS 5308

COE 5190 40. 2490 56 36

FROM



110 W. LAMARCA AVE. SUITE 110 MIDLAND, TEXAS 79701
OFFICE (915) 670-0000 FAX (915) 681-4444
Web Page: www.110west.com

Exhibit "A"

August 1, 2001

FIELD NOTES OF A 25.073 ACRE TRACT OF LAND OUT OF SECTION 8, BLOCK "X", H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS.

BEGINNING at a found 3/8-inch iron rod in the northern boundary of a 2.893 acre tract of land as recorded in Volume 881, Page 1, Midland County Deed Records, in the east boundary of Midland Drive and at the northeast corner of the right-of-way dedication as recorded in Volume 1118, Page 221, Midland County Deed Records, for the most westerly southwest corner this tract, from which the southwest corner of said Section 8 Bears S 74°51'28" W, 60.00 feet and S 15°14'22" E, 350.00 feet.

THENCE N 15°14'22" W, along the eastern boundary of Midland Drive dedication as recorded in Volume 1228, Page 30, Midland County Deed Records, 1117.50 feet to a set 1/2-inch iron rod for the northwest corner this tract;

THENCE N 74°51'28" E, 240.06 feet to a point for a corner this tract;

THENCE N 02°54'20" W, 5.12 feet to a point for a corner this tract;

THENCE N 74°51'28" E, 71.53 feet to a point for a corner this tract;

THENCE S 02°54'20" E, 5.12 feet to a point for a corner this tract;

THENCE N 74°51'28" E, 472.54 feet to a found 1/2-inch iron rod in the northern boundary of an 11.43 acre tract as recorded in Volume 1453, Page 503, Midland County Deed Records, for the northeast corner this tract;

THENCE S 15°08'32" E, along said 11.43 acre tract, 373.93 feet to a found 1/2-inch iron rod at the southwest corner of said 11.43 acre tract for a corner this tract;

THENCE N 74°51'28" E, 48.58 feet to a found 1/2-inch iron rod at the northwest corner of a 46.66 acre tract as recorded in Volume 1257, Page 434, Midland County Deed Records, for a corner this tract;

THENCE S 15°08'32" E, along the western boundary of said 46.66 acre tract, 148.51 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 29°51'28" W, along the western boundary of said 46.66 acre tract, 14.14 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 15°08'32" E, along the western boundary of said 46.66 acre tract, 55.00 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 80°08'32" E, along the western boundary of said 46.66 acre tract, 14.14 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 15°08'32" E, along the western boundary of said 46.66 acre tract, 285.00 feet to a found 1/2-inch iron rod for a corner this tract;

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THENCE S 29°51'28" W, along the western boundary of said 46.66 acre tract, 14.14 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 15°08'32" E, along the western boundary of said 46.66 acre tract, 55.00 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 80°08'32" E, along the western boundary of said 46.66 acre tract, 14.14 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 15°08'32" E, along the western boundary of said 46.66 acre tract, 285.00 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 29°51'28" W, along the western boundary of said 46.66 acre tract, 14.14 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 15°08'32" E, along the western boundary of said 46.66 acre tract, 55.00 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 80°08'32" E, along the western boundary of said 46.66 acre tract, 14.14 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 15°08'32" E, along the western boundary of said 46.66 acre tract, 133.50 feet to a found 1/2-inch iron rod for the southeast corner this tract;

THENCE S 68°20'17" W, along the northern boundary of said 46.66 acre tract, 35.23 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 74°51'28" W, along the northern boundary of said 46.66 acre tract, 512.72 feet to a found 1/2-inch iron rod in the eastern boundary of said 2.893 acre tract for the most southern southwest corner this tract;

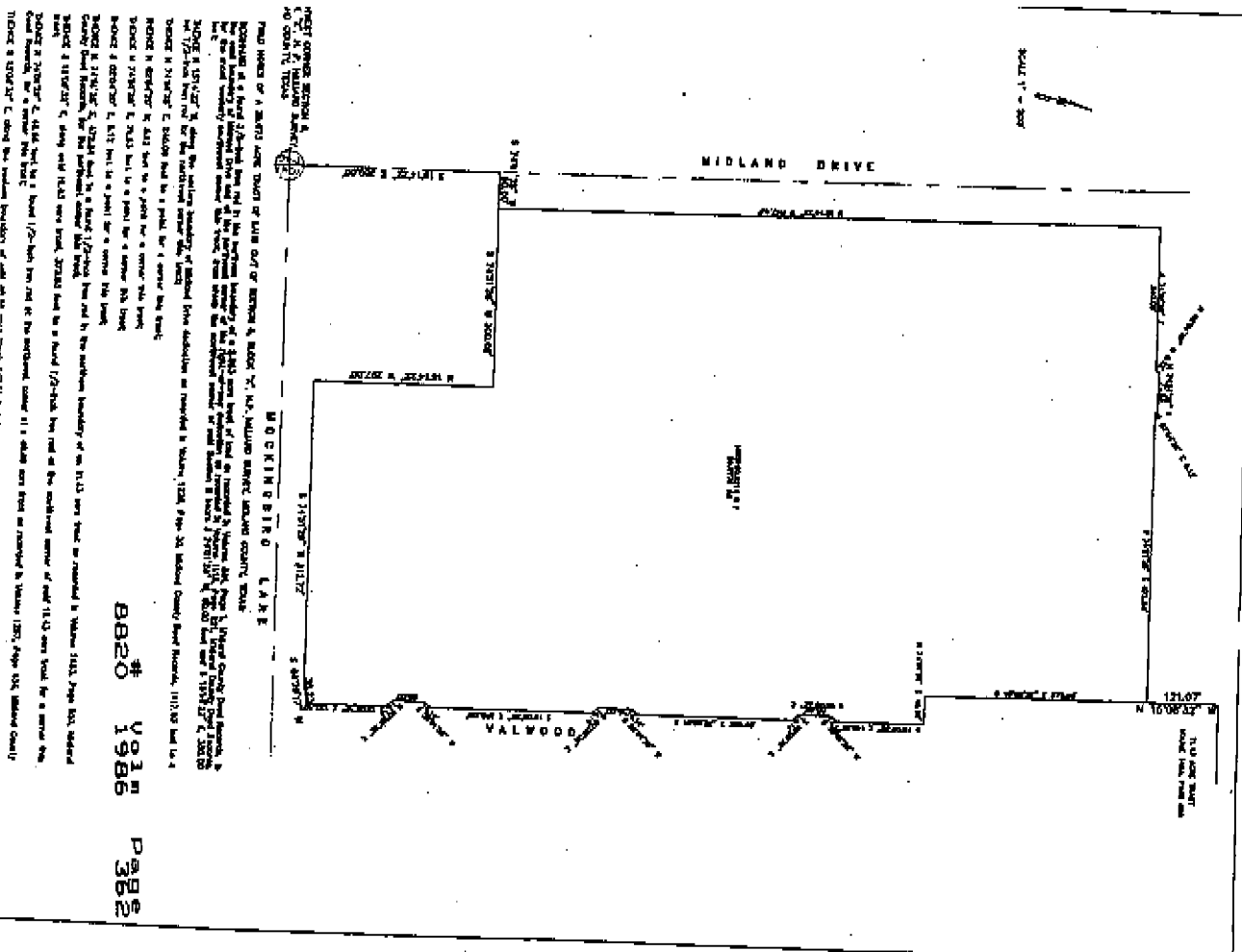
THENCE N 15°14'22" W, along the eastern boundary of said 2.893 acre tract, 287.00 feet to a found 1/2-inch iron rod for a corner this tract;

THENCE S 74°51'28" W, along the northern boundary of said 2.893 acre tract, 300.00 feet to the Place of Beginning and containing 25.073 acres of land.

Evan I. Ltd.
Job No. 1969

0820 Vol 1986 Page 380

FROM



REGISTERED PROFESSIONAL LAND SURVEYOR
- CERTIFIED FOR LAND SURVEYING
- LICENSE NO. 11500
- EXPIRATION DATE 12/31/2010

Max A. Schumann, Jr.

President

Carroll Ann Holt

Manager



SCHUMANN ENGINEERING CO., INC.
Civil Engineering ~ Land Surveying

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AUGUST 7, 2001

FIELD NOTE DESCRIPTION OF A 67.23 ACRE TRACT OF LAND OUT OF SECTION 8, BLOCK 'X', H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, AND BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE SW CORNER OF THIS TRACT IN THE EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE, FROM WHICH THE SW CORNER OF SAID SECTION 8 BEARS S. 15° 14' 22" E. 1468.99 FEET AND S. 74° 51' 28" W. 60.00 FEET,

THENCE N. 15° 14' 22" W. 1150.86 FEET ALONG THE SAID EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE TO A POINT IN THE EASTERN PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WOOD DRIVE FOR THE NW CORNER OF THIS TRACT;

THENCE N. 74° 51' 28" E. 2747.71 FEET ALONG THE SAID EASTERN PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WOOD DRIVE TO A POINT FOR THE NE CORNER OF THIS TRACT;

THENCE S. 15° 14' 22" E. 1030.86 FEET TO A POINT FOR THE MOST EASTERLY SE CORNER OF THIS TRACT, SAME BEING THE NE CORNER OF THE REMAINDER OF A 10.154 ACRE TRACT (REFERENCE: VOLUME 1414, PAGE 13, OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS);

THENCE S. 74° 51' 28" W. 1946.36 FEET ALONG THE NORTH LINE OF THE SAID REMAINDER OF A 10.154 ACRE TRACT AND THE NORTH LINE OF THE REMAINDER OF A 11.431 ACRE TRACT (REFERENCE: VOLUME 1451, PAGE 503, OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS) TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT, SAME BEING THE NW CORNER OF THE SAID REMAINDER OF A 11.431 ACRE TRACT;

THENCE S. 15° 08' 32" E. 1240.00 FEET ALONG THE WEST LINE OF THE SAID REMAINDER OF A 11.431 ACRE TRACT TO A POINT FOR THE MOST SOUTHERLY SE CORNER OF THIS TRACT;

THENCE S. 74° 51' 28" W. 801.15 FEET TO THE PLACE OF BEGINNING.

Max A. Schumann, Jr.
MAX A. SCHUMANN, JR.
RPLS 137

1986 Page 363

JOB NO. 66,742-B

1986 Page 362

FIELD NOTE DESCRIPTION OF A 67.23 ACRE TRACT OF LAND OUT OF SECTION 8, BLOCK 'X', H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, AND BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE SW CORNER OF THIS TRACT IN THE EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE, FROM WHICH THE SW CORNER OF SAID SECTION 8 BEARS S. 15° 14' 22" E. 1468.99 FEET AND S. 74° 51' 28" W. 60.00 FEET,

THENCE N. 15° 14' 22" W. 1150.86 FEET ALONG THE SAID EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE TO A POINT IN THE EASTERN PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WOOD DRIVE FOR THE NW CORNER OF THIS TRACT;

THENCE N. 74° 51' 28" E. 2747.71 FEET ALONG THE SAID EASTERN PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WOOD DRIVE TO A POINT FOR THE NE CORNER OF THIS TRACT;

THENCE S. 15° 14' 22" E. 1030.86 FEET TO A POINT FOR THE MOST EASTERLY SE CORNER OF THIS TRACT, SAME BEING THE NE CORNER OF THE REMAINDER OF A 10.154 ACRE TRACT (REFERENCE: VOLUME 1414, PAGE 13, OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS);

THENCE S. 74° 51' 28" W. 1946.36 FEET ALONG THE NORTH LINE OF THE SAID REMAINDER OF A 10.154 ACRE TRACT AND THE NORTH LINE OF THE REMAINDER OF A 11.431 ACRE TRACT (REFERENCE: VOLUME 1451, PAGE 503, OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS) TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT, SAME BEING THE NW CORNER OF THE SAID REMAINDER OF A 11.431 ACRE TRACT;

THENCE S. 15° 08' 32" E. 1240.00 FEET ALONG THE WEST LINE OF THE SAID REMAINDER OF A 11.431 ACRE TRACT TO A POINT FOR THE MOST SOUTHERLY SE CORNER OF THIS TRACT;

THENCE S. 74° 51' 28" W. 801.15 FEET TO THE PLACE OF BEGINNING.

RESEARCH POSTGRADUATE LAW SCHOLARSHIP
 UTILIZED BY LAW GRADUATES
 SPENDING MORE THAN ONE YEAR TO
 REEVALUATE THEIR DECISION

MICHAEL SCHUMANN, JR.

President

Cynthia Ann Kloth

Information

SCHUMANN ENGINEERING CO., INC.
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AUGUST 7, 2001

FIELD NOTE DESCRIPTION OF A 32.08 ACRES TRACT OF LAND OUT OF SECTION 8, BLOCK "X", H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, AND BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

SAME BEING THE NW CORNER OF A 2.066 ACRE TRACT (REFERENCE: VOLUME 1237, PAGE 418, OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS), AND IN THE EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE, FROM WHICH THE SW CORNER OF SAID SECTION 8 BEARS S.15°14'22"E, 350.00 FEET AND S.74°51'28"W, 60.00 FEET;

THENCE N.15°14'22"W. 118.99 FEET ALONG THE SAID EAST RIGHT-OF-WAY LINE OF NORTH MIDLAND DRIVE TO A POINT FOR THE NW CORNER OF THIS TRACT;

THENCE N.74°51'28"E. 801.15 FEET TO A POINT FOR THE MOST NORTHERLY NE CORNER OF THIS TRACT IN THE WEST LINE OF THE REMAINDER OF A 11.431 ACRE TRACT (REFERENCE: VOLUME 1453, PAGE 503, OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS);

THENCE S.15°08'32"E. 375.00 FEET ALONG THE SAID WEST LINE OF THE REMAINDER OF A 11.431 ACRE TRACT TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT, SAME BEING THE SW CORNER OF THE SAID REMAINDER OF A 11.431 ACRE TRACT;

OF A 11.431 ACRE TRACT TO A POINT FOR THE MOST EASTLY Y NE CORNER OF THIS TRACT, SAME BEING THE SW CORNER OF MOCKINGBIRD HEIGHTS SECTION 2 (REFERENCE: CABINET "F", PAGE 134, PLAT RECORDS, MIDLAND COUNTY, TEXAS) AND THE NW CORNER OF MOCKINGBIRD HEIGHTS (REFERENCE: CABINET "F", PAGE 18, PLAT RECORDS, MIDLAND COUNTY, TEXAS):-

THENCE ALONG THE WEST LINE OF SAID MOCKBERRY HEIGHTS AS FOLLOWS
S.15°08'32"E. 147.50 FEET; S.29°51'28"W. 14.14 FEET; S.15°08'32"E. 55.00 FEET; S.60°08'32"E.
S.15°08'32"E. 265.50 FEET; S.29°51'28"W. 14.14 FEET; S.15°08'32"E. 55.00 FEET;
S.60°08'32"E. 14.14 FEET; S.15°08'32"E. 265.50 FEET; S.29°51'28"W. 14.14 FEET; S.15°08'32"E. 55.00
FEET; S.60°08'32"E. 14.14 FEET; S.15°08'32"E. 133.50 FEET; S.66°22'01"W. 35.23 FEET TO A POINT FOR THE MOST SOUTHERLY OF THIS TRACT IN THE NORTH

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AUGUST 7, 2001
FIELD NOTES 25.08 ACRE TRACT
PAGE 2

RIGHT-OF-WAY LINE OF MOCKINGBIRD LANE;

THENCE S.74°45'128" W. 512.72 FEET ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF MOCKINGBIRD LANE TO A POINT FOR THE MOST SOUTHERLY SW CORNER OF THIS TRACT, SAME BEING THE SE CORNER OF SAID 2.066 ACRE TRACT.

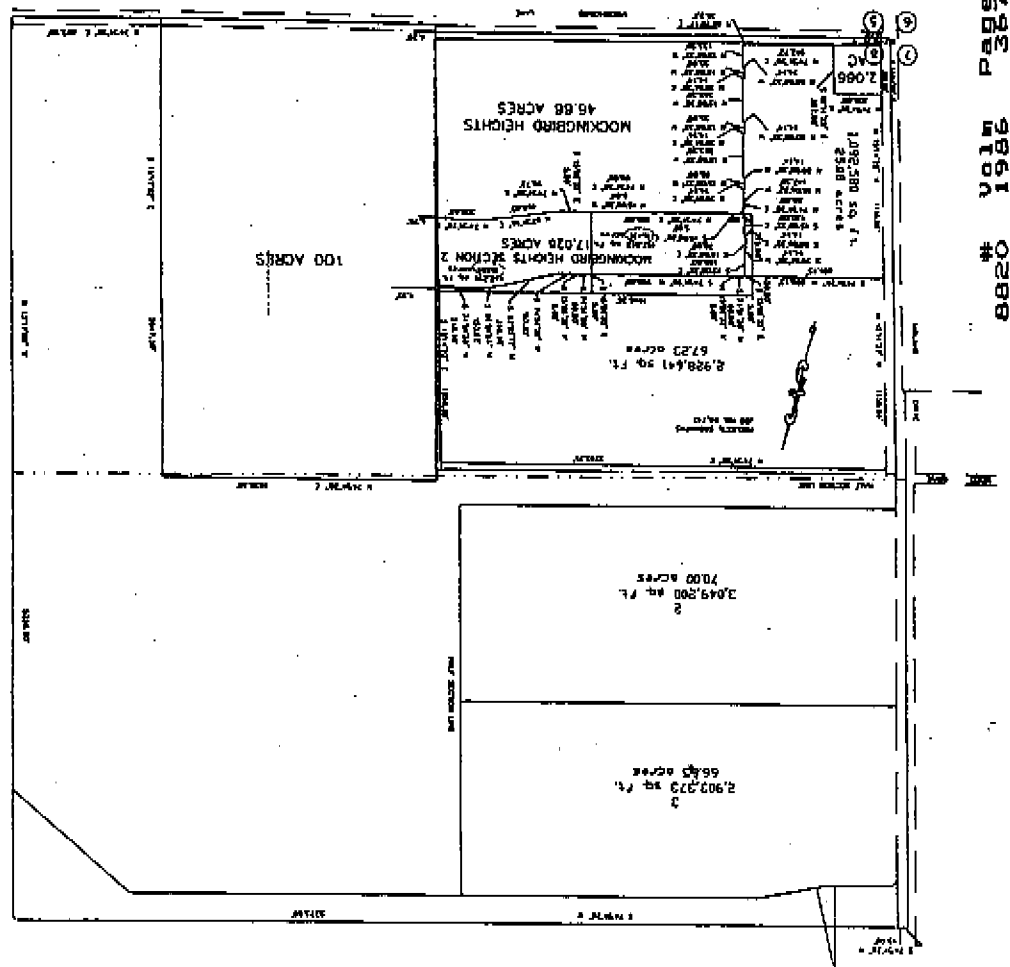
THENCE N15°42'22"W. 297.00 FEET ALONG THE EAST LINE OF SAID 2.066 ACRE TRACT TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT, SAME BEING THE NE CORNER OF SAID 2.066 ACRE TRACT,

THENCE S.74°51'28"W. 300.00 FEET ALONG THE NORTH LINE OF THE SAID 2.066 ACRE TRACT TO THE PLACE OF BEGINNING.

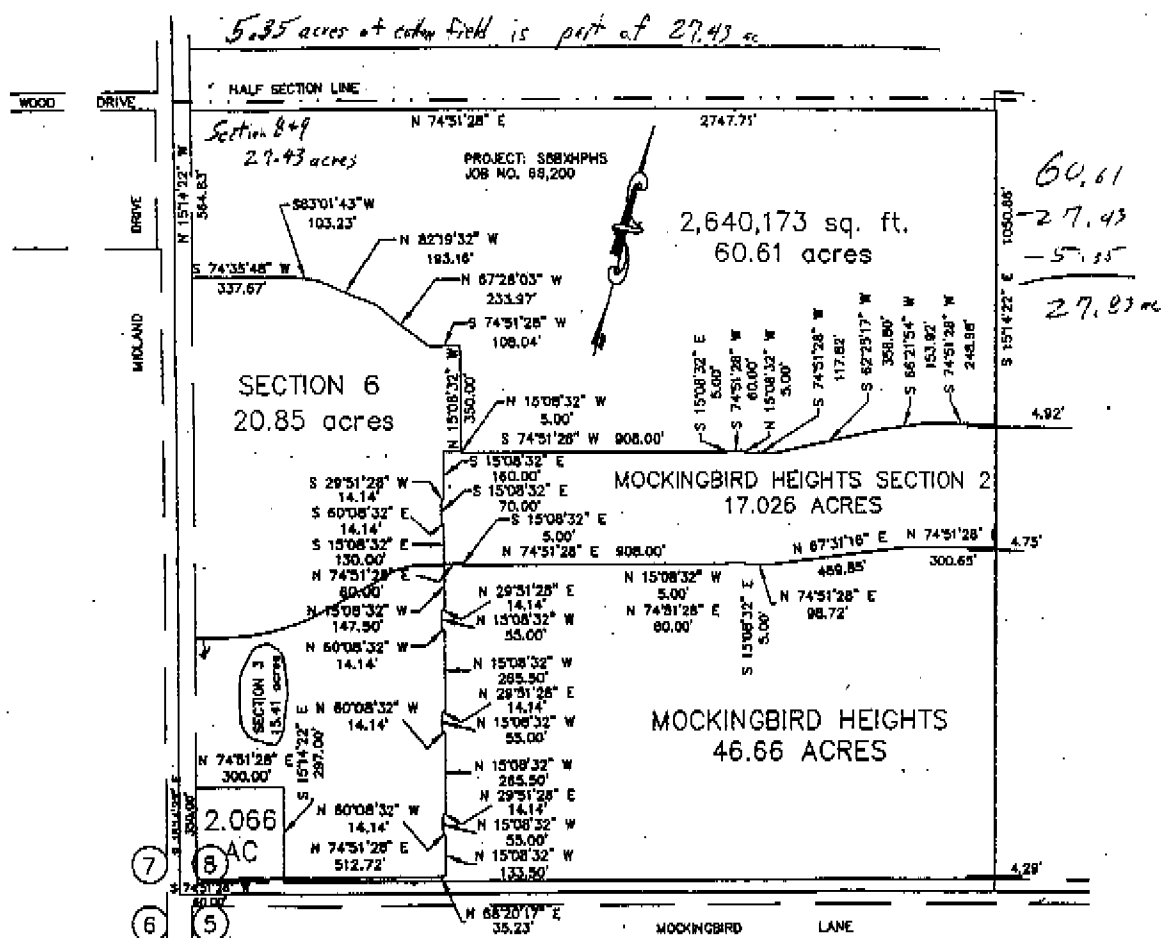
Max A. Schumann, Jr.
MAX A. SCHUMANN, JR.
RPLS 137

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BYLAWS OF MOCKINGBIRD HEIGHTS, SECTIONS 3 AND FOLLOWING, HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Offices

The name of the Corporation shall be Mockingbird Heights, Sections 3 and Following, Homeowners Association, Inc. The principal office of the Corporation shall be at such location within the City of Midland as may be determined from time to time by the Board of Directors.

ARTICLE II

Statement of Purpose

The purposes for which this Corporation is formed are to provide for the lease or other acquisition of property for the benefit of the homeowners in the Mockingbird Heights, Sections 3 and Following Subdivision in Midland, Texas and the construction, management, maintenance and care of corporation property for the benefit of such homeowners as set out in the Corporation's Articles of Incorporation and as those Articles may from time to time be amended, so long as all purposes of the Corporation are within the list of acceptable purposes for a Section 528 corporation, as those purposes are set forth in the Internal Revenue Code of 1986, as amended, and the regulations adopted pursuant thereto. Such property of the Corporation shall include Common Areas as so denominated on the plat or plats of the Subdivision, and the Corporation will provide, at its expense, liability insurance covering such Common Areas, and pay the ad valorem taxes reasonably assessed against such Common Areas.

ARTICLE III

Members

Section 1. Classes of Members and Voting. The Corporation shall have one class of members. Each member (other than Evans I. Development, Ltd. "Developer") shall be entitled to cast one vote for each residential lot owned by that member, in person, on any matter required to be submitted to the members for voting under these Bylaws or under statute and on any other matter submitted to a vote of the members. In all cases, Developer shall be given three votes for each residential lot it owns at the time of the taking of such vote. Members shall not be entitled to vote

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by proxy. The act of a majority of the votes present at a meeting at which a quorum is present shall be the act of the Corporation.

All references in these Bylaws to any vote or action to be taken by a "majority" of Directors or members, unless specified otherwise, shall mean a majority of one (1).

Section 2. Eligibility. The initial members of the Corporation shall consist of Developer and those other persons or entities owning a numbered tract or parcel of land embraced by any present or future plat of Mockingbird Heights, Sections 3 and Following Subdivision (exclusive of those portions of the Mockingbird Heights, Sections 3 and Following Subdivision as may be specifically excluded by Developer) upon which residential buildings and appurtenances approved by the Corporation may be built (other than a licensed builder who does not own an occupied residence on such lot or tract). Any owner of more than one lot with one residence thereon (other than Developer) shall be considered to be the owner of one lot for the purposes of membership in the Corporation and for assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. A membership in the Corporation shall not be transferred, pledged, or alienated in any way except on the sale of a member's property in the Mockingbird Heights, Sections 3 and Following Subdivision (and then only to the purchaser thereof), by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process or by the relinquishment of membership upon the execution of an election to be excluded from the Corporation. Each record owner of property in the Mockingbird Heights, Sections 3 and Following Subdivision (other than Developer) shall be entitled to one membership in the Corporation and one vote. Any joint owner shall designate to the Corporation in writing the name of the person entitled to vote said membership. At the discretion of the Board of Directors no certificates of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of members kept by the Secretary of the Corporation.

Section 3. Termination of Membership. Any member who ceases to qualify for membership under the provisions of Section 2 of this Article shall automatically cease to be a member.

Section 4. Number of Members. The maximum number of members of the Corporation shall be unlimited.

ARTICLE IV

Meetings of the Corporation

Section 1. Annual Meeting. An annual meeting of the members of the Corporation, at which the members shall elect persons to serve on the Board of Directors, as hereinafter provided,

shall be held on the first day of May.

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and to transact such other business as may be placed before it, shall be held each year on such date as may be specified by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Corporation may be called by the President, and special meetings of the Corporation shall be held upon the affirmative vote of two thirds (2/3) of the Directors then in office or upon the written request of no fewer than ten percent (10%) of the members of the Corporation.

Section 3. Time and Place. The Board of Directors shall designate the time and place of all meetings, annual and special, of the Corporation; provided, however, that all such meetings shall be held within the City of Midland or at such other place designated by the Board of Directors.

Section 4. Notices of Meetings. Written notice of each meeting of members of the Corporation shall be given to each member by mailing the same not less than thirty (30) days before the date of the annual meeting and not less than ten (10) days prior to the special meeting of the Corporation. Each notice shall indicate the date, time and place of the meeting and the order of business to be considered.

Section 5. Quorum. At any meeting of the members of the Corporation, the presence of members holding ten percent (10%) of the votes eligible to vote at the meeting shall constitute a quorum.

ARTICLE V

Board of Directors

Section 1. General Powers. The activities, affairs and property of the Corporation shall be managed and controlled by a Board of Directors who shall have and may exercise all the powers of the Corporation except as otherwise reserved to the members by law, by the Articles of Incorporation or by these Bylaws.

Section 2. Number, Eligibility, Election and Term of Office. The Board of Directors shall consist of at least three (3), but not more than seven (7), Directors with the number of Directors making up the Board of Directors to be determined from time to time by resolution of the Board of Directors.

Members of the Board of Directors shall be elected, as positions become vacant, at the annual meeting and (except as provided below) shall serve for three (3) year terms and thereafter until their successors have been elected and qualified.

Of those Directors identified in the Articles of Incorporation one (1) shall serve for three (3) years, one (1) shall serve for four (4) years and one (1) shall serve for five (5) years; this distinction

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to be made by agreement of such initial Directors and noted in the organizational minutes. Thereafter Directors shall be elected for three (3) year terms.

Section 3. Nominating Committee. Not less than sixty (60) days prior to the date of the annual meeting of the members at which a director or directors are to be elected, the President of the Corporation, with the approval of the Board of Directors, shall appoint a nominating committee consisting of at least three (3), but not more than five (5) members of the Corporation. The nominating committee shall select a candidate or candidates for election to membership on the Board of Directors, such candidate or candidates to be elected at the ensuing annual meeting.

The nominating committee shall obtain the consent of all candidates to having their names submitted for election at the annual meeting. The nominating committee shall, by a majority vote, submit to the Secretary of the Corporation, a written list of their nominees for Directors, which list shall be signed by the chairperson of the committee. Not less than thirty (30) days prior to the annual meeting, the Secretary shall announce the slate to all members of the Corporation, together with the notice of the annual meeting and notice of the nominating procedure as set forth in this Section 3. Any other member may nominate a candidate for Director by filing a petition containing the signatures of ten (10) members of the Corporation with the nominating committee at least fourteen (14) days prior to the annual meeting. All members will be notified in writing of all nominees at least five (5) days prior to the annual meeting. The list of candidates as developed by the nominating committee shall be presented by the Secretary in the annual meeting and shall, without motion or further proceedings, constitute a valid nomination of each of the persons listed therein as a nominee for Director. Except as submitted by the nominating committee or as submitted through petition in accordance with this Section 3, no nominations for Directors shall be entitled to be voted upon or otherwise considered at any annual meeting of members. Members of the Board of Directors shall be elected by majority vote of the members in attendance at the annual meeting.

Section 4. Resignation and Removal. Any Director may resign at any time by giving written notice to the Board of Directors of his or her resignation. Unless indicated in such notice to the contrary, any such resignation shall be effective immediately upon its submission or transmission to the Secretary of the Board of Directors. Any Director may be removed as a Director by the affirmative vote of two-thirds (2/3) of the Directors then in office, at any regular or special meeting called and convened for such purpose, when he or she no longer meets the criteria for membership in the Corporation, for conduct detrimental to the interests of the Corporation, for lack of sympathy with its objectives, or refusal to render reasonable assistance in carrying out those objectives. In addition, any Director who fails to attend three (3) consecutive meetings of the Board of Directors without sufficient excuse may be removed from the Board of Directors by a majority vote of those Directors present at any meeting at which such removal is to be voted upon. Any Director proposed to be removed, however, shall be entitled to at least ten (10) days notice, in writing and by mail, of the meeting of the Board of Directors at which time such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

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Section 5. Vacancies. Vacancies in the Board of Directors, howsoever existing or arising, shall be filled by the affirmative vote of the majority of all remaining Directors then in office. The Board shall act in order to assure that no vacancy exists for more than sixty (60) calendar days. A person elected to fill a vacancy shall be elected to serve the unexpired portion of the term of the person who preceded him or her in that position.

Section 6. Regular Meetings. The Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business immediately following the annual meetings of members. Regular meetings of the Board of Directors will be held at such times as may be fixed from time to time by resolution of the Board of Directors. All regular meetings shall be held within the City of Midland or at such other location designated by the Board of Directors and shall be open to all members of the Corporation.

Section 7. Special Meetings. The President or the Secretary may call a special meeting. Upon a written request by any three (3) Directors, the Secretary shall call a special meeting of the Board of Directors. Special meetings of the Board of Directors shall be held at the principal office of the Corporation or at such other places as may be designated in the notice of such meeting. All special meetings shall be open to all members of the Corporation.

Section 8. Notice of Meetings. Notice of all meetings of the Board of Directors shall be given by mailing or telephoning the same at least five (5) days prior to the meeting, such notice to be directed to the usual business or residence address of the Director. Any business may be transacted at any meeting of the Board of Directors unless otherwise prohibited in these Bylaws. The attendance of a Director at a meeting shall constitute a waiver by him of notice of the meeting unless he attends only to object to the transaction of business because the meeting is not lawfully called or convened. Any Director may waive notice of any meeting by executing a written document before or after such meeting. The purpose of the meeting shall be specified in the notice of the meeting and in any waiver thereof.

Section 9. Chairperson. The President shall preside at all meetings of the Board of Directors, unless the President is absent, in which event, the Vice President shall preside. If both the President and the Vice President are absent, a majority of the Directors then present shall elect a person to preside at the meeting.

Section 10. Quorum and Voting. The majority of the Board of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. A vote of the Directors shall be valid only if taken at a meeting of the Directors at which a quorum is present at the time the vote is taken, or if the vote is taken pursuant to Section 11 of this Article. No Director may vote by proxy. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If less than a majority of the Directors are present at a meeting, a majority of those present may adjourn the meeting to another date and time without the necessity of fulfilling the five (5) day notice requirement set out in Section 8 of this Article.

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Section 11. Informal Action of Directors. Any action required by law or by these Bylaws to be taken at a meeting of the Board of Directors may be taken without a meeting if a written document of consent setting forth the action taken is signed by all the Directors then in office.

Section 12. Compensation. The officers and Directors shall serve without compensation, but reasonable expenses incurred may be reimbursed when expended for and in the interest of the Corporation and approved by the Board of Directors by a majority vote.

Section 13. Executive Committee. The Board of Directors may, by resolution adopted by the affirmative vote of a majority of the members of the Board of Directors then in office, designate two (2) or more (not to exceed five (5)) Directors to constitute an Executive Committee, which committee shall have and may exercise all such authority of the Board of Directors as shall be provided in such resolution.

Section 14. Other Committees. The Board of Directors may, by resolution adopted by the affirmative vote of a majority of the members of the Board of Directors then in office, establish and later modify, at any time, such other committees as the needs of the Board of Directors of the Corporation may require. Committee members shall be appointed by the President, subject to the approval of a majority of the Board of Directors. Each such committee shall consist of two (2) or more persons and, in the case of those committees having and exercising the authority of the Board of Directors, the majority of such members shall also be Directors of the Corporation. The Board may delegate to any such committee some or all of its powers except those which by law, by the Articles of Incorporation or these Bylaws may not be delegated.

The business of each committee shall be conducted, as far as is possible, in the same manner as is provided in these Bylaws for the Board of Directors. All members of such committees may be removed by the affirmative vote of two-thirds (2/3) of the Directors then in office. Removal shall be governed by the notice and hearing requirements of Section 4 of this Article. The Board of Directors may abolish any such committee at any time. Every committee shall keep a record of business consistent with the office of the committee and the responsibilities as may be assigned to it from time to time by the Board of Directors.

ARTICLE VI

Officers

Section 1. Officers. The offices of the Corporation shall be the President, Vice President, Secretary, and Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers as it shall deem desirable, such officers to possess the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

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Section 2. Election, Term of Office and Qualification. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of the officers shall not be held at such meeting, the election shall be held as soon thereafter as may be conveniently accomplished. New officers may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. Officers of the Corporation may also serve the Corporation as Directors concurrently with their service as officers.

Section 3. Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. President. The President shall be the chief executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any contracts or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Corporation, and in general, he or she shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5. Vice President. At the request of the President, or in the event of the President's absence or disability, the Vice President shall perform the duties and possess and exercise the powers of the President and shall have such other duties as may be assigned by the Board of Directors.

Section 6. Secretary. The Secretary shall have charge of such books, documents and papers as the Board of Directors may determine. The Secretary or a designee shall attend and keep the minutes of all meetings of the Corporation and the Board of Directors, and shall keep an up-to-date record containing the names, alphabetically arranged, of all persons who are members of the Corporation, showing their places of residence. Such books shall be open for inspection at all reasonable times as may be prescribed by law. The Secretary may sign with the President or Vice President, in the name of and on behalf of the Corporation, any documents authorized by the Board of Directors, shall in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to him or her from time to time by the Board of Directors.

Section 7. Treasurer. The Treasurer shall receive, hold and disburse, or cause to be so handled, all funds of the Corporation as provided herein. The Treasurer shall cause the funds of the Corporation to be deposited in such banks, savings and loan associations, trust companies, or other depositories as designated by the Board of Directors and permitted by law, shall keep or cause to be kept, a full account of all monies received and paid out; and shall make a report of the same and of

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all funds and securities in his or her custody at the annual meeting and at such other times as the President or Board of Directors may require. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 8. Removal. Any officer may be removed from office by the affirmative vote of two-thirds (2/3) of all of the Directors then in office at any regular or special meeting called for that purpose or for nonfeasance, malfeasance or misfeasance, for conduct detrimental to the interests of the Corporation, for lack of sympathy with its objectives or for refusal to render reasonable assistance in carrying out its purposes. Any officer proposed to be removed shall be entitled to at least ten (10) days notice in writing by mail of the meeting of the Board of Directors, at which time such removal is to be voted upon, and such officer shall be entitled to appear before and be heard by the Board of Directors at such meeting.

ARTICLE VII

Corporate Employees

Section 1. Executive Director. The Board of Directors of the Corporation may, at the Board's sole discretion, appoint an Executive Director whose appointment and removal shall require a two-thirds (2/3) vote of the Board. Removal shall be governed by the notice and hearing requirements of Section 8 of Article VI. The Executive Director shall attend to, and be responsible for the day to day administration of the Corporation subject only to the general supervision and control of the President, Executive Committee and the Board of Directors, and shall have such supervisory and managerial powers in the conduct of the business of the Corporation as shall be conferred upon him or her by the Board of Directors from time to time or as shall be delegated to the Executive Director with the consent of the Board. The Executive Director shall attend all meetings of the Board of Directors, but shall not be deemed a member of the Board of Directors or of the Executive Committee or an officer of the Corporation.

Section 2. Other Employees. The Board of Directors may authorize the employment of such additional full or part-time employees as are needed to carry out the programs and business of the Corporation. The Board of Directors shall enter into contracts of employment and set the compensation and other conditions of employment of such employees on behalf of the Corporation.

ARTICLE VIII

Corporate Seal

The Corporation may, if it so chooses, have a corporate seal.

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ARTICLE IX

Amendments

Section 1. The Bylaws. If the Board of Directors, or member(s) holding at least ten percent (10%) of the votes eligible to be voted at a meeting of the members, or fifteen (15) members request in writing that an amendment be made to these Bylaws, or that a provision be repealed, such request and the text of any proposed revision shall be sent to the Corporation members along with notice of the next corporate meeting. The proposed revision shall be considered at such meeting and, if approved by a majority of votes present and eligible to be voted at the meeting, the revision shall thereupon become effective.

Section 2. The Articles of Incorporation. Amendments to the Corporation's Articles of Incorporation may be proposed by the Board of Directors, or by written request of member(s) holding at least ten percent (10%) of the votes eligible to be voted at a meeting of the members, or twenty-five (25) members. In the event an amendment is so proposed, the Board of Directors shall adopt a resolution setting forth such amendment and it shall be included with the notice of the next Corporation meeting. On approval of two-thirds (2/3) of the votes present and eligible to be voted at the meeting, the revision shall thereupon become effective.

ARTICLE X

Fiscal Year

Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall begin on January 1 of each year and end on December 31 of that same year.

ARTICLE XI

Funding

Section 1. Raising of Funds. The Board of Directors shall be primarily responsible for the raising of funds to finance the operations of the Corporation. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation. Additionally, the Board of Directors shall be responsible for determining the time and amount of all assessments and dues to be charged to and paid by the members of the Corporation.

Section 2. Distribution of Funds. The Board of Directors shall determine the use, applicability and manner in which all Corporation funds shall be expended.

Amendments of Bylaws

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Section 3. Accounting. The Board of Directors shall be responsible for the preparation of a written operating budget for each fiscal year and an account of the expenditure of funds for the prior fiscal year. The Board of Directors may, in its discretion, have the books and records of the Corporation audited periodically by a qualified independent auditor.

Section 4. Investment. The Corporation shall have the right to retain in all or part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it according to the judgment and discretion of the Directors so long as all investment and reinvestments of funds comply with Section 501 through Section 528 of the Internal Revenue Code of 1986, as amended.

Section 5. Checks, Drafts and Corporation Indebtedness. All checks, drafts or orders for payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officers or other persons, as shall from time to time be determined by the Board of Directors.

ARTICLE XII

Published Activities

No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Bylaws or of the Corporation's Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under Section 501 through Section 528 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE XIII

Contracts

Except as otherwise provided in these Bylaws, the Board of Directors may authorize any Director, officer, member, employee or other agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance. Unless so authorized in these Bylaws or by the Board of Directors, no Director, officer, agent, committee or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

Amendments of Bylaws

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ARTICLE XIV

Prohibition Against Sharing in Corporate Funds

No Director, officer, member, agent, employee or any other private individual shall receive, at any time, any of the net earnings from the operations of the Corporation, provided that this shall not prevent payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as are authorized by these Bylaws and as approved by the Board of Directors. Further, no such person shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation.

ARTICLE XV

Dissolution

This Corporation shall be perpetual but may be dissolved at any time by the action of the Board of Directors and by the members of the Corporation as set forth in the Texas Non-Profit Corporation Act and as that Act may from time to time be amended. All members of the Corporation shall be deemed to have expressly consented and agreed that, upon dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, then remaining in the hands of the Directors, shall be distributed, transferred, conveyed, delivered and paid over exclusively for the purposes of the Corporation in such amounts as the Directors may determine, or as may be determined by a court of competent jurisdiction upon application of the Directors.

ARTICLE XVI

Conflict of Interest

All loans and other transactions shall be conducted at arm's length and shall not violate the prescriptions in the Corporation's Articles of Incorporation, these Bylaws or any other applicable prohibition against the Corporation's use or application of its funds for private benefit. No such loan or transaction shall be entered into if it would result in denial of or loss of tax exempt or partial tax exempt status under Section 503 or 504 of the Internal Revenue Code and its regulations as they now exist or as they may be hereafter amended.

The service of individuals as Officers and/or Directors of this Corporation while also serving as Officers and/or Directors of Developer shall not be deemed a conflict of interest.

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ARTICLE XVII

Books and Records

The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his agents or attorney, for any proper purpose at any reasonable time.

ARTICLE XVIII

Rules of Conduct

The latest revised edition of Robert's Rules of Order shall govern the conduct of all meetings of the Corporation members, the Board of Directors and committees when not in conflict with the laws of Texas, the Corporation's Articles of Incorporation or these Bylaws.

ARTICLE XIX

Indemnification

The Corporation shall indemnify every Director, officer, agent and employee of the Corporation and his or her heirs, executors and administrators against all expenses reasonably incurred by such person in connection with any action, suit or proceeding to which he or she may be a party by reason of his or her having been a Director, officer, agent or employee of the Corporation to the full extent permitted by law, provided such person shall not have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

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CERTIFICATE OF RESOLUTIONS

OF
EVANS, INC.

Date: August 3, 2004

Incorporation: EVANS, INC.

Date of Adoption: August 3, 2004

The undersigned Secretary of the Corporation certifies the following facts:

1. The Corporation is organized and operating under the laws of the State of Texas, is qualified to do business in the State of Texas, and is in good standing.
2. No proceeding for forfeiture of the Certificate of Incorporation of the Corporation or for voluntary or involuntary dissolution of the Corporation is pending.
3. Neither the Articles of Incorporation nor the bylaws of the Corporation limit the power of the board of directors to pass the resolutions below.
4. The undersigned is authorized to make and sign this certificate.
5. The undersigned keeps the records and minutes of the proceedings of the board of directors of the Corporation, and the resolutions below are an accurate reproduction of the ones made in those proceedings. They have not been amended, modified, or rescinded and are now in full force and effect.
6. The resolutions below were duly adopted on the Date of Adoption. The meeting of the board of directors was called and held in accordance with law and the bylaws of the Corporation, and a quorum was present.

The Resolutions are as follows:

"BE IT AND IT IS HEREBY RESOLVED:

That it is in the best interest of EVANS, INC. to authorize an agent on behalf of the corporation, as general partner of EVANS I DEVELOPMENT, LTD., a Texas Limited Partnership, to amend the bylaws and the restrictive covenants associated with MOCKINGBIRD HEIGHTS, SECTION 6, and following restrictive covenants recorded in Volume 1986, Page 341 of the Official Records, Midland County, Texas, and affecting real property described as MOCKINGBIRD HEIGHTS, SECTION 3; SECTION 4, and SECTION 5, recorded in Cabinet G, Page 1, Cabinet G, Page 46, and Cabinet E, Page 211, Plat Records, Midland County, Texas; and MOCKINGBIRD HEIGHTS, SECTION 6 and following sections.

IT IS FURTHER RESOLVED that JONATHAN "DUSTY" EVANS is hereby appointed Agent on behalf of EVANS, INC. (the Corporation) on behalf of EVANS I DEVELOPMENT, LTD. to execute all documents and to record all amendments and modifications to the restrictive covenants at the direction of the board of directors so as to

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implement the common scheme and design associated with MOCKINGBIRD HEIGHTS SECTION 6 and following Sections as above described.

IT IS FURTHER RESOLVED that JONATHAN "DUSTY" EVANS is directed as agent of the said corporation to file all the amendments and modifications along with this Certificate of Resolution in the Minutes of the Corporation and in the appropriate Official Real Property Records of Midland County, Texas.

DATED: August 3, 2004.

7. Set forth below is a list of the names, titles and signatures of the individuals who are currently serving as officers of the Corporation.

Elaine Evans Shock
ELAINE EVANS SHOCK, Secretary
of EVANS, INC.

SUBSCRIBED AND SWORN TO BEFORE ME this the 23rd day of August, 2004, by ELAINE EVANS SHOCK, Secretary of EVANS, INC., a Texas corporation, on behalf of said corporation, as General Partner of EVANS I DEVELOPMENT, LTD., a Texas Limited Partnership, in the capacity therein stated.



Pamela Brown
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

The undersigned hereby certifies that she is the duly elected and qualified President of EVANS, INC.; that ELAINE EVANS SHOCK is the duly elected and qualified Secretary of EVANS, INC.; that the signature above is ELAINE EVANS SHOCK's genuine signature; and that the foregoing Certificate of Resolution is true and correct.

Gloria R. Evans
GLORIA R. EVANS, President

SUBSCRIBED AND SWORN TO BEFORE ME this the 23rd day of August, 2004, by GLORIA R. EVANS, PRESIDENT OF EVANS, INC., a Texas corporation, in the capacity therein stated, the General Partner of EVANS I DEVELOPMENT, LTD., a Texas Limited Partnership, in the capacity therein stated.



Pamela Brown
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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FROM

CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

THAT I, the undersigned officer of EVANS, INC., Agent of EVANS I
DEVELOPMENT LTD., (the developer of Mockingbird Heights, Section 3 and
Following, Homeowners Association, Inc.) do certify that the above and foregoing,
Consisting of thirteen (13) pages, is a full, true and corrected copy of the Bylaws of
the Corporation originally adopted on the 22 nd day of April, 2002, and amended
on the 28 day of Oct, 2004, and all amendments thereto, down to and
including the date hereto, and that the same do now constitute the Bylaws of said
Corporation, and that said Bylaws, as amended, are now in full force and effect.

WITNESS MY HAND, effective this 28 day of Oct 2004.

Jonathan "Dusty" Evans

Agent/Officer

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FILED FOR RECORD IN
IN CLERK'S
SHOULD BE
COUNTY CLERK

DN: OCT 28, 2004 AT 12:57

Receipt
#5

Document Number: 22494
Total Fees: \$1.00

Receipt Number - 170560

By: Sonnette Linton Bowles



STATE OF TEXAS
COUNTY OF MIDLAND
I hereby certify that this instrument was FILED on the day
and at the time engaged herein by me and was duly RECORDED
in the public and open of the aforesaid RECORDS of Midland
County, Texas, as required herein by law.

Sharon Brown
County Clerk
Midland County, Texas