

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

FOR

NORTH STAR ESTATES

A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL BY THESE PRESENTS THAT:

Pursuant to that certain instrument entitled "Declaration of Covenants, Conditions, Restrictions and Easements for North Star Estates" filed on September 5, 1995 under Clerk's File No. R561531, and recorded under Clerk's Film Code No. 50522-0947, et seq., Official Public Records of Real Property of Harris County, Texas, as well as all amendments thereto (the "Declaration") including Section 10.03.2(a) of the Declaration, the undersigned, in his capacity as President of the Board of Directors of NORTH STAR ESTATES COMMUNITY ASSOCIATION, INC., a Texas Non-Profit Corporation, following a unanimous vote of all of the present Directors of the corporation, individually and collectively consent hereby to, and do hereby, amend the Declaration as follows:

I.
Definitions

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

II.
Amendments

A. Section 4.07 et. seq.

Section 4.07.9 of the Ninth Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for North Star Estates is hereby deleted in its entirety and the following is substituted in its place thereof:

4.07.1 General Duties of Owners. Each Owner shall maintain their Lot and improvements thereon in a manner consistent with the standards of use, conduct, appearance and maintenance generally prevailing in the Subdivision from time to time and as may be more specifically determined by this Declaration and other Governing Documents, including as determined from time to time by duly adopted Architectural Guidelines and Rules and

Regulations. Without limitation of the foregoing, residences must be periodically painted; roofs, gutters, trim, brick, windows and doors of residences must be properly maintained; grass, flower beds, trees and all other vegetation must be mowed, edged, weeded, trimmed, pruned, irrigated, and otherwise maintained in accordance with the seasons; unsightly grease, oil or other stains must be removed from driveways and walkways; permitted Regulated Modifications such as swing sets, swimming pools, or other recreational equipment or devices must be properly maintained in appearance and in such manner as to avoid any unsightly, unsafe or unhealthy condition; and all Lot fencing must be properly maintained, including maintenance as to appearance and as to repair or replacement of damaged or broken pickets or other components.

4.07.2 Annoyance or Nuisances. No noxious or offensive trade or activity may be carried on upon any Lot nor anything be done thereon which may be or become an annoyance or nuisance to any Owner, to any residents of the Subdivision or to any Person using any property adjacent to the Lot. No spirituous, vinous, malt, medicated bitters, alcohol, drugs or other intoxicants may be sold or offered for sale on any part of any Lot or any other place within the Subdivision. No Lot or any part thereof may be used for any illegal purposes.

4.07.3 Animals and Livestock. No hogs, horses, livestock or poultry of any kind may be raised, bred, or kept on any Lot. If consistent with its use as a residence, dogs, cats or other usual household pets may be kept on a Lot. All such household pets must be kept on a leash or otherwise maintained under the control of their owner when not maintained in a secure and enclosed yard area, and otherwise leashed and maintained in accordance with applicable ordinances of the City of Tomball. The Board may adopt Rules and Regulations otherwise defining or limiting animals to be included in or excluded from the meaning of "usual household pets" or otherwise regulating such pets, and including authority to prohibit any type of animal or pet which in general or in particular instances is determined to present a threat to health or safety.

4.07.4 Unsightly or Unkempt Conditions. It is the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot. No Lot may be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye. No hobbies or activities which will cause disorderly, unsightly, or unkempt conditions, including without limitation the assembly or disassembly of or repair work on motor vehicles or other mechanical devices, may be performed with the Subdivision. No substance, thing, or material may be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There may not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the residents of the Subdivision.

4.07.5 Disposal of Trash. No trash, rubbish, garbage, manure, debris or offensive material of any kind may be kept or allowed to remain on any Lot, nor may any Lot be used or maintained as a dumping ground for such materials. No incinerator may be maintained on any portion of the Subdivision. All trash and similar matter to be disposed of must be placed in a paper or plastic bags tied or otherwise tightly secured, or as otherwise required by the City of

Tomball. All trash and similar matter must be stored or placed in an area adequately screened by planting or fencing from public view or view from other Lots or Community Properties, or within a garage, except when placed for regular pickup as herein provided. Equipment used for the temporary storage and/or disposal of such material prior to removal must be kept in a clean and sanitary condition, and must comply with all applicable federal, state, county, municipal or other governmental laws, ordinances and regulations. All such prohibited matter must be removed from each Lot at regular intervals if not removed or removable by a regular garbage and sanitation service.

4.07.6 Undeveloped Lots. The Owner of any Lot upon which a single family residence has not been constructed must maintain such Lot in a neat, sanitary and attractive condition, including without limitation, periodic removal of trash and debris therefrom and mowing of grass and other vegetation thereon as necessary to prevent growth to more than twelve inches in height.

4.07.7 Unoccupied Residences. Owners of unoccupied residences shall remain liable for full observance and performance of all provisions of this Declaration and other Governing Documents, including without limitation (i) proper maintenance of the Lot and all improvements thereon, and (ii) securing of the unoccupied residence, including fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use.

4.07.8 Maintenance Of Utilities. All utility services intended to be provided to each single family residence as originally constructed, including without limitation water, sewage, electric and gas services, must be maintained by the Owner at all times when a residence is occupied.

4.07.9 Vehicles.

- (a) No vehicle designed primarily for commercial use, no boat or other watercraft, mobile home, recreational vehicle, camper, trailer, boat rigging, tractor, truck larger than a one ton pickup, bus, no unused vehicle, no inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current and valid license plate and current and valid state inspection sticker), and no unsightly vehicle as determined in the sole good faith opinion of the Board, shall be parked or kept at anytime within the Subdivision, or on any driveway or upon any Lot, unless such vehicle is stored completely within an enclosed garage.
- (b) No Person shall be permitted to perform work on any vehicle within, the Subdivision, or on any street in front or along the side or back of any Lot or on any driveway or any other part of a Lot, at any time other than temporary emergency repairs or other work required in order to promptly remove an inoperable or disabled vehicle from the Subdivision or to and within a garage.

- (c) No vehicle of any kind shall be parked, stored or otherwise permitted to remain overnight upon any street in the Subdivision or upon any Community Properties. Vehicles otherwise permitted outside a garage may be parked or stored simultaneously upon the driveway of each Lot, provided that no part of any vehicle so parked obstructs any sidewalk or extends in to the street. Slanted or diagonal parking upon any driveway is prohibited. No Owner or resident is permitted to park or store any vehicle on the Lot of another Owner or resident. The foregoing does not apply to occasional and temporary parking by a guest in the street in front of the residence of the Owner or resident the guest is visiting, subject however to all Rules and Regulations the Board may adopt regarding same.

- (d) As used in this Section, an activity is conclusively deemed not to be "temporary" if it exceeds twenty-four hours in duration. Any vehicle is conclusively presumed to be "unused" or "inoperable" if the vehicle has not been operated outside the Subdivision for seven or more consecutive days or the vehicle has not been operated outside the Subdivision more than twice in any fourteen day period. The provisions hereof shall not prejudice the right of the Board to otherwise establish a violation. This Section does not apply to any vehicle completely stored within a garage. The Board may grant reasonable exceptions to this Section upon receipt of written request from an Owner or their tenant or through its duly adopted Rules and Regulations, and the Board may otherwise reasonable regulate all matters concerning vehicular traffic, and parking or storage of any work on any vehicles.

4.07.10 Default. The Association at all times has the right (but not the obligation), upon notice and opportunity to be heard, to perform all maintenance, to abate or cure any condition, nuisance, annoyance, or to take all other actions deemed necessary as a result of any violation of this Section 4.07, and to assess all costs thereof (including attorney's fees) to the Owner responsible for same as a specific assessment. Such right includes without limitation towing of vehicles, performing necessary maintenance and repair, removal of prohibited trash or other matter or material, cure of any unsightly, unsafe or unhealthy condition, removal of any unauthorized pet or any permitted pet deemed in the sole opinion of the Board to be an annoyance or nuisance, and securing of unoccupied residences with notice to the owner if locks are changed. The Association, and its officers, directors, agents and employees, and all Persons acting upon the directive of any of the foregoing, have a continuing right to access, enter and perform all activities upon each Lot and all improvements thereon to the fullest extent reasonably necessary to accomplishment of any of the foregoing without liability for trespass or otherwise. In the event of an emergency the right of access and entry will be immediate, but notice and opportunity to be heard must be given as soon as practical thereafter. The opinion of the Board or any officer or authorized agent of the Association that a violation has occurred, that an emergency exists and as to all actions taken in response thereto is final and conclusive so long as made in good faith. All rights of the Association under this Section are cumulative and non-exclusive.

B. Section 7.02.4

Section 7.02.4 (b) of the Declaration is amended by deletion of same in its entirety and substitution in place thereof of the following to resolve or clarify any ambiguity or conflicts therein:

7.02.04 (b) Effective as of 1 January 2004, the Owner of any unimproved Lot shall pay the full rate of regular assessments, special and/or specific assessments.

C. Section 7.03.2

Section 7.03.2 of the Declaration is hereby amended to include and add Section 7.03.2 (d) as follows:

7.03.2 (d) The maximum change in the amount of the annual rate of regular assessment is limited to 15% per year (15% in any one year) or the nearest \$5.00 increment to that amount.

D. Section 9.03 et. seq.

Section 9.03 of the Declaration and Sections 9.03.1, 9.03.2, and 9.03.3 of the Declaration as amended and set forth in that certain instrument entitled "Seventh Amendment of Declaration of Covenants, Conditions, Restrictions, and Easements for North Star Estates" filed on February 7, 2000 under Clerk's File No. U212443, and recorded under Clerk's Film Code No. 530-54-1571, et. seq., Official Public Records of Real Property of Harris County, Texas, are hereby deleted in their entirety and replaced by the following:

9.03 No owner of any Lot, including any builder in the subdivision, may commence, construct, erect, place, maintain, or modify any residence, improvement or structure on any Lot located within the subdivision until written approval for same is obtained from the ACC.

E. Section 9.04.03

Section 9.04.3 of the Declaration as amended and set forth in that certain instrument entitled "Articles of Annexation and Sixth Amendment of Declaration of Covenants, Conditions, Restrictions, and Easements for North Start Estates" filed on May 7, 1999 under Clerk's File No. T709858, and recorded under Clerk's Film Code No. 525-49-2866, et. seq., Official Public Records of Real Property of Harris County, Texas, are hereby deleted in its entirety and replaced by the following:

9.04.3 Use and Maintenance of Community Properties. Community Properties are owned and maintained by the Association. Should any builder need easement appurtenant upon, over, under and across any and all Community Properties, they may request such in writing to the Board of Directors. The Board of Directors will have 30 days from receipt of the request to render a decision in writing to the builder. If the Board fails to respond within the 30 day period,

the builder may have such access but will be liable for any and all damages to said property. The Board of Directors, in its discretion, may require a deposit or bond from the builder to be in place prior to such access.

III.

Integration and Ratification

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

IN WITNESS WHEREOF, the Board of Directors, by and through its current acting President, has executed this Thirteenth Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for North Star Estates on this 14th day of September, 2004.

NORTH STAR ESTATES COMMUNITY
ASSOCIATION, INC.
A Texas Non-Profit Corporation

By: Mark A. Stoll
Mark Stoll, President

ACKNOWLEDGEMENT

STATE OF TEXAS

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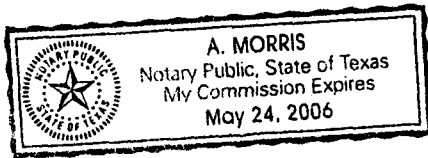
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared MARK STOLL, President of NORTH STAR ESTATES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, and acknowledged to me that he executed this instrument, following an affirmative vote of the entire Board of the Director's for the Association, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of September, 2004.



A. Morris
NOTARY PUBLIC in and for the
STATE OF TEXAS
Name: ALICE MORRIS
My Commission Expires: 5-24-06

COPY

AFFIDAVIT TO AUTHENTICATE THIRTEENTH AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared William G. Gammon, Attorney and Agent-in-Fact for the North Star Estates Community Association, Inc., known to me and who being by me duly sworn, upon oath, deposes and states:

"My name is William G. Gammon. I am above the age of eighteen years and am fully competent to make this Affidavit. I am the attorney and agent-in-fact for North Star Estates Community Association, Inc., a Texas non-profit corporation, operating in Harris County, Texas. I have personal knowledge of all the facts stated herein and am fully authorized to make this Affidavit on behalf of the North Star Estates Community Association, Inc. (the "Association").

In my capacity as attorney and agent-in-fact for the Association, I am responsible for maintaining some of the Association's business records. I have reviewed the Association's business records and the statements below are within my personal knowledge true and correct.

I am a custodian of the records of the Association. Attached to this Affidavit are a number of pages of records from the Association. The attached records are kept by the Association in the regular course of business, and it was the regular course of business of the Association for an employee or representative of the Association, with knowledge of the act, event, condition or opinion, to make the record or transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original. A list of these records is as follows:

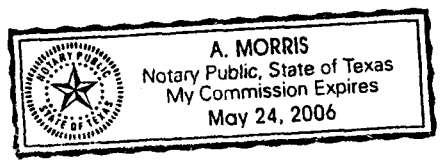
- 1) Thirteen Amendment of Declaration of Covenants, Conditions, Restrictions and Easements;
- 2) _____;
- 3) _____;
- 4) _____;
- 5) _____;
- 6) _____;
- 7) _____;
- 8) _____;
- 9) _____;
- 10) _____;
- 11) _____;
- 12) _____;

- 13) _____ ;
- 14) _____ ;
- 15) _____ ;

FURTHER AFFIANT SAYETH NOT.

William G. Gammon
William G. Gammon
Attorney and Agent-in-Fact
North Star Estates Community Association, Inc.

SIGNED AND SWORN TO BEFORE ME, on this the 14th day of
September, 2004.



A. Morris
Notary Public in and for
the State of T E X A S

Return to:

NORTH STAR ESTATES COMMUNITY
ASSOCIATION, INC.
c/o Lisa Dennis
Magnolia Property Management
P O Box 41134
Houston TX 77241-1134