

RESTRICTIONS AND COVENANTS

The undersigned, being the owner of the property described as follows:

Being all of Grassland Estates West, Section 1, less Lot 1 Block 2, a subdivision of 35.951 acres located in Section 36, Block 40, T-1-S, T&P Railroad Company Survey Midland County, Texas, according to the map or plat thereof recorded in No. 23105, Cabinet G, Page 50, dated 9-26-03, of the Plat Records of Midland County, Texas,

hereby makes the following declarations of limitations, restrictions and uses to which all of the said property and any portion thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law and shall be binding upon all future owners and other parties or persons claiming any interest therein; this Declaration being for the purpose of improving, developing and restricting the said property as hereinafter specified, and is in addition to zoning regulations applicable hereto.

ARTICLE 1

- 1.1 Approved shall mean and refer to favorable action taken by the Association or its duly appointed representatives.
- 1.2 Association shall mean and refer to an incorporated association, together with its duly elected and appointed officers and representatives, the members of which shall be all of the Residential Lot Owners, the principal purpose of which is to maintain and provide common community facilities and services respecting Common Areas and easements thereon for the common use and enjoyment of all Residential Lot Owners and residents within the Subdivision. Each Residential Lot Owner, his successors and assigns, shall be a Member of the Association.
- 1.3 Common Area shall mean and refer to those areas of land so designated and embraced by any present or future Plat of this Subdivision which are reserved for the common use, enjoyment and mutual benefit of the Residential Lot Owners and their guests. Common Areas shall also include landscaped median areas, including landscaped median areas licensed from the City of Midland, utility and drainage easements and Greenbelt Parkways as shown on any recorded Plat and any buildings or facilities thereon.
- 1.4 Developer shall mean and refer to Grassland Estates West Development Company, LLC of Midland, Texas, together with its successors and/or assigns.

- 1.5 Lot shall mean and refer to any numbered tract or parcel of land, embraced by any present or future Plat of this Subdivision upon which Approved residential buildings and appurtenances may be built. The term Lot shall not include those parcels and tracts of land designated as Common Areas or commercial tracts on any present or future Plat of the Subdivision. Any Residential Lot Owner who owns two Lots with one residence thereon shall be considered to be the owner of one Lot for purposes of membership in the Association and for assessments.
- 1.6 Member shall mean and refer to each and every Residential Lot Owner in the Subdivision.
- 1.7 Plat shall mean and refer to any recorded plat or replat of the Subdivision embraced by this declaration as filed in the Plat Records of Midland County, Texas.
- 1.8 Residential Lot Owner shall mean and refer to the record owner, whether one or more persons, firms or corporations, including the Developer, of the fee simple title to any Lot within the Subdivision, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other lawful proceedings in lieu of foreclosure, or to any licensed builder unless he owns an occupied residence on a Lot.
- 1.9 Subdivision shall mean and refer to Grassland Estates West, Section 1. The term "Subdivision" may also include additional portions of the land described on Exhibit "A" attached hereto if such additional portions are platted and are specifically made subject to these covenants at the time of the platting of such land, pursuant to the provisions of Article 4 hereof.

ARTICLE 2

Permitted and Prohibited Uses

- 2.1 No property or Lot shall be used for any purpose other than single-family residential.
- 2.2 No single-family residential Lot may be subdivided for the purpose of constructing a residence or residences upon smaller tracts. Lots may, however, be subdivided for purposes of extending the area of adjacent Lots.
- 2.3 No building shall be erected on any residential Lot except one single-family dwelling and out-buildings incidental to and used in connection with the one single-family dwelling. An "outbuilding" shall be defined to include a garage, game room, workshop and other such buildings necessary for the convenience and pleasure of the occupants of the single-family dwelling erected on the Lot. All such structures shall be of the same building

materials and be aesthetically compatible with that of the single-family dwelling erected on the Lot. Outbuildings shall not include metal or portable buildings.

- 2.4 The improvements located on the lots in Grassland Estates West, Section 1 shall consist of single-family dwelling units containing not less than two thousand two hundred (2,200) square feet of livable floor space.
- 2.5 No trailer, trailer-house or mobile home shall be placed on any Lot for residential purposes nor shall any existing house or dwelling structure be moved on to any Lot for residential purposes. This paragraph shall not be deemed to prevent the use of mobile or modular offices as a temporary sale's or builder's field office. Such office shall not remain on a Lot for in excess of twenty-four (24) months.
- 2.6 Once the construction of any building has begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No buildings 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. At the time of construction of any building on a tract, a sidewalk must be built along the full street frontages of the tract in accordance with city specifications.
- 2.7 No tar or graveled roofs shall be constructed on the Lots described herein except as patio roofs in the rear or a dwelling. In addition, if composition roofs are to be placed on structures located on the Lots they shall be of Three Dimensional Laminated Asphalt Shingle material which are equal to or better than Three Dimensional Asphalt Shingles known as Prestigue II, Woodline or Heritage II.
- 2.8 Garages, which shall be only for the use of the occupants of the residence to which they are appurtenant, may be attached or detached from the residence. A minimum of a two-car garage shall be provided at each residence. For Lots served by paved alleys 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.
- 2.9 Garbage receptacles shall be in complete conformity with sanitary rules and regulations heretofore or hereafter promulgated by the City of Midland.

Any trash picked up at curb side shall not be visible outside except on the day of collection.

- 2.10 No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any part of a Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
- 2.11 No substantial changes in the elevation of the land shall be made on the premises of a Lot.
- 2.12 No storage of any kind shall be allowed behind the fence on lots without alleys.
- 2.13 No boat, trailer or inoperative motor vehicle may be kept or stored upon any lot, except in the driveway, fenced backyard or within a garage. Recreational vehicles are not allowed on any lot.
- 2.14 At least seventy-five percent (75%) of the exterior wall surface of each residence located on a Lot (excluding doors, windows and exterior glass) shall be of brick, rock, stone, brick veneer, rock veneer or stone veneer. Stucco is specifically prohibited.
- 2.15 Clothesline or drying yards shall be so located as not to be visible from the street serving a Lot.
- 2.16 All dwellings shall face the street on which the other Lots in the same block front. Dwellings located on Lots within the curved portion of a cul-de-sac shall front toward the curve.
- 2.17 No signs or other form of advertisement shall be permitted upon any of the Lots subject hereto except one (1) small sign, not exceeding five (5) square feet in area, advertising the particular premises for sale or for rent, or one (1) sign used by a builder to advertise the property during the construction and sales period, said size not to exceed thirty-two (32) square feet; and from time to time a political campaign sign, not exceeding two (2) square feet in area. Neighborhood or project identification signs are permissible.
- 2.18 No radio or television antenna with more than thirty (30) square feet of grid area or which exceeds the highest point of the roof shall be permitted. All such installations are limited to back yard. Front yard installations are strictly prohibited.
- 2.19 No in-home childcare with more than five (5) children is permissible unless the children are the children of the occupants of the property where they are being cared for.

- 2.20 No fences shall be permitted within the front setback area. Fences shall not exceed eight (8) feet in height. No chain link fences shall be permitted in areas visible from the streets serving the premises.
- 2.21 Landscaping within the front setback area shall be in place within six (6) months of the completion of the first structure on a Lot. The landscaping shall be maintained in a sightly and well-kept manner consistent with a well-kept residential neighborhood and shall be irrigated by an underground irrigation system.

ARTICLE 3

Streets, Utilities, Easements and Rights of Way

- 3.1 All presently existing easements for utilities or drainage in the Subdivision are hereby reserved to the present owners of such easements.
- 3.2 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 Article 3.1 hereof.
- 3.3 All utilities serving the Subdivision shall be underground.

ARTICLE 4

Additions to Subdivision

Declarant may add or annex additional real property (from time to time and at any time during the next seven (7) years from the date of this document and for an additional seven (7) years if the Declarant so elects by filing an election of record in Midland County, Texas during the initial seven (7) 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 documents 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.

ARTICLE 5

Association Creation, Membership and Rights of Members

- 5.1 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 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 Grassland Estates West Homeowners Association.
- 5.2 Membership and Voting.** Upon sale of a Lot subject to these covenants, 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 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 five (5) votes for each platted Lot owned by the Developer.
- 5.3 Board of Directors.** The business and affairs of the Association shall be managed by a board of directors. Directors need not be Residential Lot Owners in Grassland Estates West Homeowners Association.

ARTICLE 6

Common Areas, Ownership, Use and Property Rights

- 6.1 Common Areas and Ownership.** 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 shall be borne on an equal basis by all Members of the Association. Transfer of ownership of platted Common Area(s) shall occur either after the development of said Common Area(s) or before seventy-five percent (75%) of the Lots within the recorded Platted Subdivision are sold.
- 6.2 Land Use Within the Common Areas** shall be restricted to activities and improvements related to parks, 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, screening and fencing devices.
- 6.3 Dedication or Transfer of Fee Title to Common Areas** 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 prior approval of the City of Midland except where the dedication or transfer is to the City of Midland.

ARTICLE 7

Assessments

- 7.1 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 assessment is made. Any continuing lien created by an assessment pursuant to Sections 7.1 and 7.2 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 such interest and cost of collection, shall also be the personal obligation of the person who was the owner of such property 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.

7.2 Special assessments for capital improvements in addition to the annual assessments may be authorized by the board of directors 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.

7.3 Notices and Due Dates of Assessments. The board of directors of the Association shall specify the due date and amount of assessment at least fifteen (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 fifteen (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 Residential 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.

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

ARTICLE 8

Duration and Enforcement

- 8.1** The covenants, restrictions, reservations and servitudes herein set forth shall continue in full force and effect until December 31, 2020.
- 8.2** 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.
- 8.3** If any person acquiring land or any interest therein in this Subdivision shall violate or attempt to violate any of the restrictions herein set forth before the 1st day of January, 2020, 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.

ARTICLE 9

Amendments and Extensions

All changes and amendments 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 City of Midland before enactment, and subject to the foregoing, shall be as follows:

- (a) Until at least seventy-five percent (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 this area.
- (b) Anytime after at least seventy-five percent (75%) of the acreage comprising the residential portion of the Subdivision, whether as currently existing or including additions made pursuant to Article 4 of this document, 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 two-thirds (2/3) of the acreage subject hereto. Upon any addition or annexation to Grassland Estates West Homeowners Association pursuant to Article 4 of this document, 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 Grassland Estates West Homeowners Association.

Any and all amendments to these Restrictions and Covenants shall be recorded in the office of the County Clerk in Midland County, Texas.

On the 31st day of December, 2020, and on each 10th anniversary thereof, the Restrictions and Covenants herein set forth shall be automatically renewed and extended for successive periods of ten (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 (acting upon an affirmative vote of at least two-thirds (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 Areas, while subject to amendment, shall survive any termination hereof by the Developer or by the Association.

ARTICLE 10

Enforceability

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 affect any other provision of these Restrictions and Covenants.

IN WITNESS WHEREOF, GRASSLAND ESTATES WEST DEVELOPMENT COMPANY, LLC has caused this declaration to be executed this 15th day of September, 2003.

By: *Douglas B. Henson*
Douglas B. Henson, President

APPROVED:

Planning and Zoning Commission

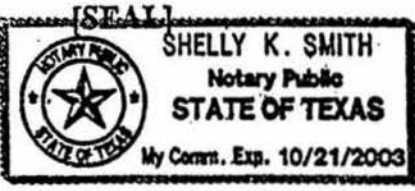
By: *Sara St. Clair*
Name: *Sara St. Clair*
Title: Chairman

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 15th day of September, 2003, by DOUGLAS B. HENSON, President of GRASSLAND ESTATES WEST DEVELOPMENT COMPANY, LLC, a Texas corporation on behalf of said corporation.

Shelly K. Smith
Notary Public in and for the State of Texas



Restrictions-Gwest

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT NO. 1 TO RESTRICTIONS
AND COVENANTS

Reference is herein made to Restrictions and Covenants as recorded in Volume 2254, Page 96 of the Deed Plat Records of Midland County, Texas. This Amendment No. 1 is made pursuant to Articles 4 and 9 of the Restrictions and Covenants referenced above and is for the purpose of amending and supplementing said Restrictions and Covenants so as to (a) add thereto Grassland Estates West, Section 3, being a 27.513 acre tract of land out of Section 36, Block 40, T-1-S T&P RR Co. Survey Midland County, Texas according to the map or plat thereof (which property shall be included within the terms "Property" and "Subdivision" wherever those terms are used in the Restrictions and Covenants) and (b) amend said Restrictions and Covenants in the following respects:

A. Section 1.9 of the Restrictions and Covenants is hereby amended to read in its entirety as follows:

1.9 Subdivision shall mean and refer to Grassland Estates West, Section 1, Grassland Estates West, Section 2 and Grassland Estates West, Section 3 (said Section 3 being depicted on Exhibit "A-1" hereto). The term "Subdivision" may also include additional portions of the land described on Exhibits "A" and "A-1", referred to above if such additional portions are platted and are specifically made subject to these covenants at the time of the platting of such land, pursuant to the provisions of Article 4 hereof.

B. Section 2.4 of the Restrictions and Covenants is hereby amended to read in its entirety as follows:

2.4 The improvements located on the lots in Grassland Estates West, Sections 1, 2 and 3 shall consist of single-family dwelling units containing not less than two thousand two hundred (2,200) square feet of livable floor space.

FILED FOR RECORD IN
Midland County
Shauna Brown
COUNTY CLERK

DN: Oct 07, 2003 AT 02:30P

as
Recording

Document Number: 24124
Total Fees : 36.00

Receipt Number - 146812

By,
Samantha Luna, Deputy

STATE OF TEXAS
COUNTY OF MIDLAND

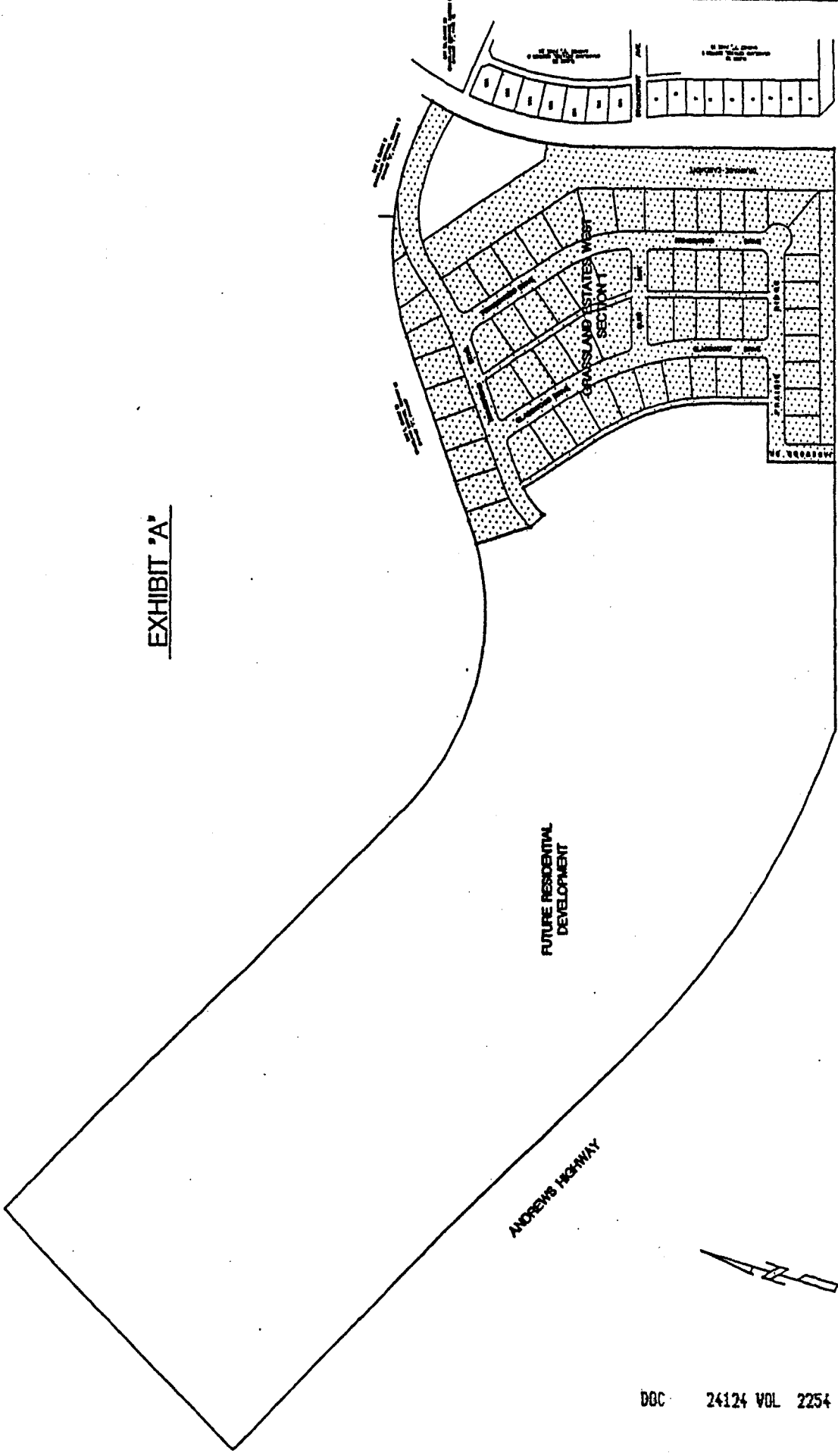
I hereby certify that this instrument was FILED on the date
and at the time stamped hereon by me and was duly RECORDED
in the volume and Page of the named RECORDS of Midland
County, Texas, as stamped hereon by me.

Shauna Brown

County clerk
Midland County, Texas



EXHIBIT 'A'

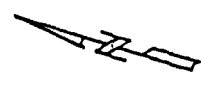


STATE HIGHWAY NO. 81

ANDREWS HIGHWAY

FUTURE RESIDENTIAL
DEVELOPMENT

GRASSLAND STATES WEST
SECTION



SCALE: 1"=300'

C. Except as herein amended, the Restrictions and Covenants are hereby ratified, affirmed and approved.

Dated this 12TH day of January, 2006.

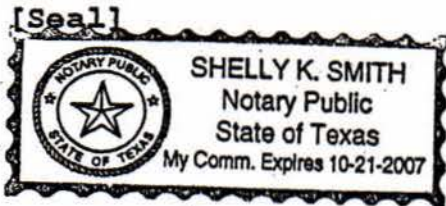
GRASSLAND ESTATES WEST
DEVELOPMENT COMPANY, LLC

By: *Douglas B. Henson*
Douglas B. Henson
President

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 12th day of January, 2006, by Douglas B. Henson, President of Grassland Estates West Development Company, LLC, a Texas limited liability company, on behalf of said company.

Shelly K. Smith
Notary Public in and for the
State of Texas



DOC 817 VOL 2625 PG 43

rest&cov-gwest-amend#lhoa

FILED FOR RECORD IN
Midland County
Shauna Brown
COUNTY CLERK

DN: Jan 13, 2006 AT 08:23A

as
Recording after Aug 2005

Document Number: 817
Total Fees : 24.00

Receipt Number - 197479
By
Virginia Davis, Deputy

STATE OF TEXAS
COUNTY OF MIDLAND

I hereby certify that this instrument was FILED on the date
and at the time stamped hereon by me and was duly RECORDED
in the volume and Page of the named RECORDS of Midland
County, Texas, as stamped hereon by me.

Shauna Brown

County clerk
Midland County, Texas



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DOC 14355 VOL 3062 PG 152

**AMENDMENT NO. 3
TO
RESTRICTIONS AND COVENANTS**

Reference is herein made to Restrictions and Covenants dated September 13, 2003 and recorded in Volume 2254, Page 96 of the Deed Plat Records of Midland County, Texas, as amended by Amendment No. 1 dated January 12, 2006 and recorded in Volume 2625, Page 42 of the Official Records of Midland County, Texas and by Amendment No. 2 dated September 4, 2007 and recorded in Volume 2928, Page 143 of the Official Records of Midland County, Texas (as amended, the "Declaration").

This Amendment No. 3 to Restrictions and Covenants is made pursuant to Article 9 of the Declaration and is for the purpose of amending Article 4 and Sections 5.2, 7.1 and 7.2.

All defined terms used hereby will have the same meaning as is assigned to them in the Declaration unless otherwise specifically stated herein.

NOW, THEREFORE, Grassland Estates West Development Company, LLC (the "Developer"), as the owner of more than twenty-five percent (25%) of the acreage which has been or will be platted for residential use in the Subdivision, hereby amends the Declaration as follows:

- A. Article 4 of the Declaration is hereby amended to read in its entirety as follows:

ARTICLE 4

Additions to Subdivision

By filing for record in Midland County, Texas such amendatory instruments as are deemed by Developer to be appropriate, the Developer may add or annex additional real property that will be subject to this Declaration from time to time and at any time prior to September 15, 2010 (and for up to an additional ten (10) years if the Developer elects (by filing in the record in Midland County, Texas on or before September 15, 2010) to extend such time; provided, however, that any such amendatory documents 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.

B. Section 5.2 of the Declaration is hereby amended to read in its entirety as follows:

5.2 Membership and Voting. Upon sale of a Lot subject to these covenants, the purchaser shall automatically become a Member of the Association (unless the purchaser is a licensed builder who is not occupying a residence on the Lot owned by such licensed builder). Members 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. Each Member of the Association other than the Developer will be entitled to one vote. The Developer shall be entitled to five (5) votes for each platted Lot owned by the Developer. Any joint owners of a lot entitling the owner a membership in the Association shall designate to the Association in writing the name of the person entitled to vote said membership. At the discretion of the Association, no certificates of membership need be issued, if the certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association.

C. Section 7.1 of the Declaration is hereby amended to read in its entirety as follows:

7.1 Assessments or Charges and special assessments for maintenance, repair and improvement of Common Areas and for other such improvements, repairs and maintenance costs 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 assessment is made. Any continuing lien created by an assessment pursuant to Sections 7.1 and 7.2 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 such interest and cost of collection, shall also be the personal obligation of the person who was the owner of such property at the time of assessment. Assessments shall be applied on an equal basis to all members of the Association other than the Developer and licensed builders who own Lots that are not being occupied as residences.

Assessments levied by the Association shall be used for improvements and maintenance of properties (including Common Areas), services and facilities, repair, replacement and additions, including, but not limited to, payment of applicable insurance and taxes, cost of labor, equipment, materials, management and supervision.

D. Section 7.2 of the Declaration is hereby amended to read in its entirety as follows:

7.2 Special assessments against improvements subject to assessments pursuant to Section 7.1 above for capital improvements in addition to the annual assessments authorized by the board of directors 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.

E. Except as herein amended, the Declaration (including all previous amendments thereto) is hereby ratified, affirmed and approved.

Dated this 18th day of June, 2007. 8

GRASSLAND ESTATES WEST
DEVELOPMENT COMPANY, LLC

By: Douglas B. Henson
Douglas B. Henson, President

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 18th day of June, 2007, 8 by Douglas B. Henson, President of Grassland Estates West Development Company, LLC, a Texas limited liability company, on behalf of said company.

Shelly K Smith
Notary Public in and for the State of Texas

