

WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, INC.
SECOND AMENDED RULES, REGULATIONS AND POLICIES

GENERAL

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The Westfield Village Community Improvement Association, Inc. is a Texas Non-Profit Corporation governed by Association Declarations of Covenants, Conditions, and Restrictions filed of record in the Real Property Records of Harris County, Texas. These rules are made and adopted pursuant to the authority granted by the Declarations and pursuant to the authority granted to the Board of Directors in Section 201 through 204 of the Texas Property Code.

The following Second Amended Rules, Regulations and Policies are effective January 1, 2008 and are applicable to all Owners, tenants, families and guests. All Owners are responsible for the instruction and supervision of their children, tenant(s) and/or guests as to the provisions of all the Rules, Regulations and Policies, Bylaws, and Declaration and Owners must provide a copy of these documents to their tenant(s).

I. POOL

The pool is for owners, residents and their guests only. Owners are responsible for the conduct of their guests, tenants and their tenant's guests. All residents are responsible for the conduct of their guests. Failure to comply with the following rules for the pool may result in suspension of a resident's use of these facilities by the Board of Directors and/or fines assessed to the owner's assessment account in the amount of \$25.00 per violation, after one written warning.

- 1. An adult must accompany children under 12 years of age. Residents are entitled to only FOUR GUESTS unless prior approval is received from the Association. Violating this Rule will result in all guests being requested to leave, and if repeated, suspension of Pool rights for one entire pool season.
- 2. No person or guest is admitted without a current photo ID card or guest card.
- 3. No running or horseplay is permitted around the pool. Fighting or offensive language will be

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- grounds for removal. No diving off of the pool deck is allowed.
4. Proper pool attire is required. Swimsuits only - no cutoffs, t-shirts, or pants in pool. Jumping into the pool fully clothed is not permitted.
 5. No floating devices (rafts, inner tubes, etc.) or water guns are permitted in the pool area. Attached personal flotation devices are acceptable for children.
 6. Parents are responsible for children in the baby pool. Use of the baby pool is restricted to children under the age of 6.
 7. No bottles, glass containers, or alcoholic beverages are allowed in pool area. All personal items and trash are to be removed when leaving pool area.
 8. No pets are allowed in pool or pool area. No smoking, eating or drinking is permitted in the pool or spa. Smoking, eating and drinking are permitted on the pool deck, provided that the trash and cigarette butts are discarded in trash receptacles.
 9. All trash, paper, etc. must be removed upon your leaving pool area.
 10. Noise and music will be kept at a reasonable level, and/or according to Harris County Ordinances. Call the police if necessary, to control noise.
 11. Pool hours will be posted by the Board of Directors. The pool gate is not to be left open under any circumstances at any time. Any person attempting to make use of the pool facilities outside of pool hours will be trespassing and the police may be called. Trespassers will be prosecuted.
 12. Coins and other objects which may cause damage to pool equipment are not to be thrown into the pool.
 13. Only the lifeguards are permitted inside the pump room.
 14. Bicycles are not allowed in the pool area.
 15. Any cost due to damages to the property, gate, and/or fence will be billed to the Owner's account. This includes pool furniture, deck pool equipment, spa, etc. (Residents are responsible for the conduct of their guests)
 16. The lifeguard's judgment shall apply in all rule disputes.
 17. Violations of the pool rules may result in fines, or may result in a suspension of use rights.
 18. Pool parties must be authorized by the Association, and are governed by the next section of rules. Delinquent Owners cannot have parties for themselves nor may their tenants until

such delinquent owners' accounts are paid in full.

POOL FUNCTIONS

1. In order to reserve the pool area for any function, a Pool Area Reservation Form and Contract must be filled out and submitted. All noted stipulations must be met before function will be approved, including provision of a \$400 deposit.

\$400 deposit (refundable if pool area is cleaned & no damages).

All fees and charges are subject to change without prior notice.

2. Reservations are on a first-come, first-serve basis and must be made at least (21) days in advance IN WRITING.
3. Reserving Pool Area for a party doesn't exclude its use to other residents/owners.
4. Noise and music will be kept at a reasonable level, and within Harris County noise ordinances. Call the police, if necessary. All parties must conclude by 12:00 a.m.
5. Post event cleaning shall include:
 - a: Removal of trash from pool area to be placed in dumpsters. No trash is allowed to be left in or around pool.
 - b: Clean chairs, rearrange furniture, remove debris, etc.
6. Pool area must be cleaned two hours prior to opening the following day. Failure to properly clean the pool area to its original, pre-use condition will cause the Association to clean it at the Renter/Owner's expense.
7. Violations may result in forfeiting deposit and/or suspension of Owner's/Resident's privileges, at the discretion of the Board of Managers.
8. Resident and Owner are responsible for all damages caused to the pool, pool equipment and pool furniture.
9. Possession of handgun or weapon under authority of the Texas Concealed Handgun Permit Law, Texas Civil Statutes, Article 4413 (29ee), is prohibited in the pool area. Violators will be prosecuted. (Also see page 16 Section XXVI Guns and Concealed Weapons).

II TRASH

Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. See Article IV, Section 10, Westfield Village CCRs.

III. PETS

Common household pets, only, are allowed in the subdivision, provided such pets are not kept or maintained for commercial or breeding purposes, subject to the following:

1. Pet Owners are responsible for the immediate removal of wastes left by their pets anywhere off of their own property.
2. No animal shall be permitted to bark, howl or make other excessive noises which may disturb other owners or residents.
3. The Association's Bylaws and Harris County Ordinances require all pets to be on a leash and accompanied by their owner when outdoors.
4. No animal is permitted within the perimeter fencing of the swimming pool.
5. No livestock, poultry, or non-domesticated animals are permitted in the subdivision.

IV. PARKING

1. Residents shall only park in their driveways.
2. Guests may park in the street, facing the flow of traffic, for no more than an aggregate twenty four (24) hours, in any two week period.
3. Parking or storage of boats, trailers, campers or commercial vehicles shall not be permitted unless such vehicles are fully concealed within a garage.
4. Vehicles which are not in daily usage off the premises during any 72 hour period are

considered stored.

5. Inoperative vehicles are not to be stored in driveways.
6. Major automobile repairs, other than the changing of fluids are not permitted to be performed in the driveways, unless the vehicle being repaired is stored, in the garage with the door completely closed when not being directly worked upon.

V. COLLECTION POLICY

1. All annual assessments are due on January 1 and are deemed delinquent if not received thirty (30) days after the due date, at which time penalties and interest will be posted against delinquent accounts.
2. Forty-five (45) days after the due date, all delinquent owners will receive a Late Letter from the Association requesting payment. An interest charge of ten percent (10%) will be posted to the owner's delinquent account, together with a \$15.00 administrative charge for the late letter. This letter will be sent by regular first class mail.
3. If no payment is made sixty (60) days after the due date, a pre-lien demand will be sent to the owner requesting payment. This letter will be sent by certified mail, return receipt requested, and the delinquent account will have further interest charged, together with a \$25.00 fee for administrative charges to include the cost of the certified letter.
4. If no payment is made seventy-five (75) days after the due date where the Board has determined an assessment delinquency is to be pursued, the Board may authorize legal action to prepare and record within County Records a written notice of Lien. If a Notice of Lien is prepared, a copy of the same will be sent to the owner, contemporaneously with the filing of the Notice of Lien, together with an additional demand for payment in full of all amounts then outstanding within fifteen (15) days of the date of the letter. The owner will be charged for all related legal costs.
5. If no payment is made one hundred five (105) days after the assessment becomes delinquent, the Board may authorize legal counsel to either pursue legal foreclosure action, bring suit for personal judgment against the owner, or to pursue alternative collection methods, including credit agency reporting. All costs and fees will be charged to the owner.
6. Application of Funds Received: All monies received by the Association will be applied as follows:
 - a. First, to attorney fees and related collection costs incurred on behalf of the Association.
 - b. Next, to interest or charges accrued.
 - c. Last, to unpaid assessments.

VI. ENFORCEMENT OF LOT MAINTENANCE

Each Owner of a Lot shall at all times be obligated to maintain his property and all improvements thereupon (and the area between the boundary lines of adjacent property and adjacent Streets if such area is not otherwise maintained), so as to keep same in a clean, sightly and safe condition and to conform with any specific standards which the Board of Directors may adopt by resolution for the Properties. An Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the removal of all snow and ice from paved areas; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets and storm drains and inlets.

Homeowners shall maintain their residence in a state of repair that maintains harmony with existing structures.

VII. PLAYGROUND & SPORTS EQUIPMENT

All playground equipment such as play houses and swing sets shall be situated, concealed and shielded so as not to be visible from any Street. Basketball goals attached to the residence or mounted on a pole in the ground shall not be located on a Lot so as to be visible from the street in front of the residence or from the side street on corner Lots. Basketball goals mounted on moveable platforms may be temporarily located in the front of a residence while in use as long as they are moved to the garage or rear of the residence when not in use.

VIII. AIR CONDITIONERS

No window or wall type air conditioners shall be permitted in any improvements within the Properties, but the Declarant and Builders may install and use such air conditioners in sales offices and construction offices within the Properties, provided such air conditioners are removed when such facilities cease to be used.

IX. PRIVATE UTILITY LINES

All electrical, telephone, and other utility lines and facilities which are installed on a Lot by an Owner to serve the residence thereon shall be installed underground unless otherwise approved in writing by the New Construction Committee.

X. DECORATIONS & LIGHTING

No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other

portion of a Lot which is visible from any Street, unless such specific items have been approved in writing by the Modifications Committee. Customary seasonal decorations for holidays are permitted without approval by the Modifications Committee. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any Street unless otherwise approved by the Modifications Committee.

Seasonal lighting will be permitted for twenty-five (25) days prior to and fifteen (15) days after such seasonal celebration. Any violation of this section is subject to the fine schedule described below.

XI. ARCHITECTURAL CONTROL

These interpretations are intended by the Board of Directors to clarify the existing Covenants, Conditions and Restrictions, and are not intended to supercede the original documents.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. ARCHITECTURAL CONTROL COMMITTEE. The WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, INC. ARCHITECTURAL CONTROL COMMITTEE (ACC) has exclusive jurisdiction over all original construction and all modifications, additions, or alterations made on or to the residences and other improvements on the Lots within the Properties. No person serving on a Committee shall be entitled to compensation from the Association for services performed in such capacity, however the Committee may employ, at the expense of the Association, one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its respective duties hereunder.

Section 2. MEMBERS. The ACC shall consist of three (3) members. The Board of Directors of the Association may appoint and remove members of such Committee.

Section 3. POWERS OF THE ACC. To preserve the architectural and aesthetic appearance of the Properties, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by an Owner on any Lot in WESTFIELD VILLAGE, including, without limitation, the construction or installation of sidewalks, driveways, drainage facilities, mail boxes, decks, patios, courtyards, swimming pools, greenhouses, playhouses, playground equipment, awnings, walls, fences, and exterior lights, nor shall any exterior addition to or change or alteration be made to any improvements (including, without limitation, painting or staining of any exterior surface), until the site plan and the final working plans and specifications therefore have been submitted to and approved in writing by majority vote of the ACC as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography.

The ACC shall have the right to specify architectural and aesthetic requirements for Lots, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property

and shall have the right to limited the number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The ACC shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Properties.

The ACC shall have the right, exercisable at its sole discretion, to grant variances to the restrictions of the Declaration in specific instances where the ACC in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Properties. The ACC may require the submission of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance.

SECTION 4. LIMITATION OF LIABILITY. The ACC has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The ACC has no duty to inspect any improvements; and, if it should inspect any improvements, it shall have no liability or obligation to any party arising out of such inspection. The ACC expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition or term contained in this Declaration or provision of the By-Laws of the Association to the contrary, the ACC shall not have any liability to any Owner arising or resulting from any act or omission of the Committee taken or omitted pursuant to this Declaration or the By-Laws of the Association. Each Owner by accepting a conveyance of any Lot or of any portion of the Properties conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the ACC arising or resulting from acts or omissions pursuant to the Declaration or the By-Laws of the Association.

Land Use and Building Type. All Lots shall be known, described and used as lots for residential purposes only (hereinafter sometimes referred to as "residential Lots"), and no structure shall be erected, altered, placed, or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height, a detached or an attached garage for not less than two (2) or more than three (3) cars, *a storage building painted the same colors as the residence and not visible from the street*, and quarters for bona fide domestic employees; provided that the Architectural Control Committee may, in its discretion, permit (1) the construction of a carport on a Lot (in addition to a garage) and/or (b) a garage for less than two (2) or more than three (3) cars, such permission to be granted in writing as hereinafter provided; provided, however, nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of

automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. As used herein, the term "residential purposes" shall be construed to prohibit the use of the Lots for duplex houses, garage apartments, or apartment homes; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceiling, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

Modifications:

No building or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications therefor and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures, with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with minimum construction standards.

All Owners must submit paint swatches to the ACC for approval in writing prior to commencing painting. No structure shall be painted with a color or combination of colors that are not of an earth tone color.

Homeowners shall maintain their residence in a state of repair that maintains harmony with existing structures.

Roofing:

No external roofing material other than 20-year composition shingles with a *four-tab shingle* configuration shall be constructed or used on any building in any part of the Properties unless the Architectural Control Committee shall, in its discretion, permit the use of other roofing materials, such permission to be granted in writing as herein provided. *The Architectural Control Committee must also approve in writing any shingles used that are not a shade of gray, brown, or black.*

Fencing:

No fence or wall shall be erected, placed, or altered on any Lot:

- (i) nearer to any street than the minimum building setback lines as shown on the Westfield Village Plat; nor
- (ii) nearer to the front Lot Line than the plane of the front exterior wall of the residential structure on the Lot.

All fences must be constructed of ornamental metal, wood, vinyl, or masonry. No chain link fences shall be placed on any lot except to enclose a swimming pool if such chain link fence is not visible from the street. All wood fences must use slats that are accepted norm and appearance. No fence shall exceed eight (8) feet in height, and all fences along side and rear Lot Lines shall be not less than six (6) feet in height. The Architectural Control Committee may, in its discretion, permit a fence to be located nearer to the front Lot line than the plane of the front exterior wall of the residential structure (but not in front of the building setback line), or to exceed eight (8) feet in height, such permission to be granted in writing, as herein provided.

Exterior Antennae:

No external radio or television aerial wires or antennae shall be place or permitted to be maintained in front of the front building line of any Lot. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board is empowered to adopt rules governing the types of antennae that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the Board may only be installed in a side or rear yard location, not visible from a Street, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations.

XII. FINES

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| 1. First Offense | 1 st Letter |
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Fines will be imposed against owner(s) for any infraction of the Declaration, Bylaws, or these Amended Rules and Regulations by Owners, occupants or their guests. This policy will become effective August 1, 2004. The fining structure will be as follows:

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|-------------------|--|
| 1. Second Offense | Thirty (30) Day Warning Notice (except where stated otherwise in the Rules and Regulations). |
|-------------------|--|

If you are given a warning you have a right to request a meeting with the Board of Directors, in writing, within thirty days of your receipt of the warning. In addition, after the first warning if the matter is not cured or reoccurs, the Board may refer the matter to legal counsel without further warning. If the matter is referred to legal counsel, legal fees will be incurred.

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| 2. Third Offense | \$100.00 fine |
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If the offense reoccurs or continues after the second notice, the Association will continue to assess a \$100.00 fine every month the violation exists or each time it occurs until abated and the Board may refer the matter to legal counsel. All fees including all attorney's fees incurred by the

Association in enforcing the governing documents and Rules will be charged to the Owner of the Residence from which the violation occurred, or the offender emanated from and will be added to the Owner's assessment account and may be collected in the same manner as assessments.

The fine Policy Conditions are as follows:

1. No one will be fined without the Association first sending a warning notice to the owner (if known). (DOES NOT APPLY TO VANDALISM, GRAFFITI, FIREWORKS, GATE DAMAGE, POOL AREA DAMAGE, AND ITEMS NECESSITATING IMMEDIATE INTERVENTION, WHICH MAY BE SUBJECT TO IMMEDIATE FINES OR REFERRAL TO LEGAL COUNSEL).
2. Anyone who is fined will be given a reasonable opportunity to respond to the charge.
3. To dispute a fine, the Owner must request in writing a meeting with the Board postmarked no later than thirty (30) days from the date of the letter imposing the fine, setting forth the specific nature of the Owner's dispute.
4. Notification will be sent informing the requesting party of the date of the Board meeting when the dispute will be discussed.
5. The Owner filing the dispute will be placed on the Board Meeting agenda and the Owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed or should be abated.
6. The Board's decision after the hearing is final and any affirmed fine will be due and payable on the first of the next month after notification.
7. Should any offense reoccur within twelve months after the first occurrence of a similar violation, no further warning will be given and the appropriate fine will be immediately imposed.

XIII. DISPUTE RESOLUTION

Any resident or Owner with a dispute with a neighbor should first attempt to resolve the problem on a friendly basis. If you cannot resolve the problem, call the Dispute Resolution Center at 713-221-8274. The DRC, at no charge to you, will assist in working with the parties to work out resolution to the problem. The Association cannot and will not intervene in personal disputes.

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Adopted by unanimous vote of the Board of WESTFIELD VILLAGE COMMUNITY
IMPROVEMENT ASSOCIATION, INC., at a meeting held on _____, 2008.

Signed this the _____ day of _____, 2008.

WESTFIELD VILLAGE COMMUNITY IMPROVEMENT
ASSOCIATION, INC.

BY: _____

Printed name: _____, Director

BY: _____

Printed name: _____, Director

BY: _____

Printed name: _____, Director

BY: _____

Printed name: _____, Director

BY: _____

Printed name: _____, Director

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STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ____ day of _____, 2008 by _____, as a Director of WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, INC., on behalf of said Association.

Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

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Notary Public in and for the State of Texas

Return After filing to:

LAMBRIGHT & ASSOCIATES, P.C.
2200 Post Oak Blvd., Suite 650
Houston, Texas 77056