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Agmt

MAINTENANCE AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENT:
COUNTY OF HARRIS §

This Maintenance Agreement (this "Agreement") is entered into as of the 1st day of October, 2010 (the "Effective Date"), by and between City Park Homeowners Association, Inc., a Texas non-profit corporation (the "Homeowners Association") and City Park Commercial Association, Inc., a Texas non-profit corporation (the "Commercial Association").

WITNESSETH

WHEREAS, the Homeowners Association was created, in part, to administer and enforce the provisions of that certain Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) dated December 23, 2003, and recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. X283888 (the "Residential Declaration"); and

WHEREAS, the Commercial Association was created, in part, to administer and enforce the provisions of that certain Declaration of Covenants, Conditions and Restrictions for City Park Commercial Property dated March 18, 2004, recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. X496169; and

WHEREAS, there currently exists landscaping, trees, an irrigation system and certain monuments identifying the City Park Subdivision (and the lighting systems therefore) and the necessary electrical systems therefore located within the medians and setback areas along Kirby, Orem and City Park Lane and within the boundaries of the City Park Subdivision (the "City Park Zone"); and

WHEREAS, the Homeowners Association is responsible for the water and electricity charges associated with the irrigation system and electrical system located within the City Park Zone; and

WHEREAS, maintenance and landscaping of the City Park Zone benefits the City Park Subdivision which is composed of owners who are members of the Homeowners Association and the Commercial Association; and

**FILED FOR RECORD
8:00 AM**

APR - 4 2011

Stan Stewart
County Clerk, Harris County, Texas

RP 076-23-1768

WHEREAS, the Homeowners Association and the Commercial Association desire to enter into an agreement to formally set forth their respective obligations within the City Park Zone, costs and expenses and the standards concerning the City Park Zone; and

WHEREAS, the parties believe that this Agreement will benefit their respective members and the residents of the property within their respective jurisdictions.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits to the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Homeowners Association and the Commercial Association hereby agree as follows:

1. Installation, Maintenance and Repairs by the Commercial Association. During the term of this Agreement, the Commercial Association, at its sole cost and expense, shall install, maintain and replace, as needed to maintain a reasonably attractive appearance, all landscaping, including but not limited to grass, trees, shrubs and seasonal plantings, if any, located within the City Park Zone. In addition, the Commercial Association shall maintain, repair and replace, at its sole cost and expense, such that same are in a reasonably attractive appearance and in good working order: (i) all monuments identifying the City Park Subdivision and located within the City Park Zone; and (ii) all parts of the irrigation system and electrical system located within the City Park Zone. In addition, the Commercial Association shall mow and maintain vacant land located along State Highway 288 and outside the City Park Zone as the Commercial Association deems necessary and at its sole discretion.
2. Loan by the Homeowners Association. On or before December 31, 2010, the Homeowners Association shall loan the total sum of \$15,000.00 to the Commercial Association (the "Loan") in connection with funding a portion of the costs and expenses the Commercial Association incurred or incurs in connection with item 1 above for the calendar year 2010. The Loan shall be evidenced by a written and signed unsecured promissory note providing for five percent (5.0%) interest per annum on the unpaid principal balance of the Loan and being due and payable in full on or before January 31, 2014, and such other terms and provisions as are mutually acceptable to the Homeowners Association and the Commercial Association.
3. Cost and Expenses Paid by the Residential Association. During the term of this Agreement, the Homeowners Association shall be solely responsible for the costs and charges for all water and electricity used in connection with the irrigation and lighting systems located within the City Park Zone. In addition, and during the calendar years 2011, 2012 and 2013 only, the Homeowners Association agrees to pay to the Commercial Association, within ten (10) days after receipt of a written invoice from the Commercial Association, a portion of the costs and expenses the Commercial Association incurred in connection with item 1 above for the calendar years 2011, 2012 and 2013; such portion to be paid by the Homeowners Association shall be

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equal to the following percentage of the costs and expenses to the Commercial Association for such services:

<u>Year incurred:</u>		<u>Percentage Paid by Homeowners Association:</u>
Calendar year 2011	-	20%
Calendar year 2012	-	15%
Calendar year 2013	-	10%

Beginning in the calendar year 2014, the Homeowners Association shall not be obligated to pay to the Commercial Association any of the costs and expenses incurred by the Commercial Association in connection with item 1 above. However, and during the term of this Agreement, the Homeowners Association will continue to be solely responsible for the costs and charges for all water and electricity used in connection with the irrigation and lighting systems located within the City Park Zone and the Commercial Association will continue to be responsible for item 1 above and will then be solely responsible for all such costs and expenses.

4. No Third Party Rights or Remedies. This Agreement is made for the exclusive benefit of those parties expressly provided for herein and not for any third party; nothing in this Agreement, expressed or implied, is intended or shall be construed to confer on any person or entity, other than those persons or entities provided for herein, any rights or remedies under or by reason hereof.
5. Notice. Any notice to be given hereunder shall be in writing, addressed to the appropriate party, and shall be deemed given (a) upon actual delivery to the registered agent at the address specified in the records of the Secretary of State; (b) upon actual delivery to an officer of the party to whom it is addressed or to an employee or agent of the party at the address of the party specified below, as it may be changed from time to time by notice to the parties in accordance with this paragraph ("Notice Address"); or (c) on the third day after deposit with the United States Postal Service, certified mail, return receipt requested, addressed to the party's Notice Address, with adequate postage prepaid. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the day delivery is first attempted, if attempted by reputable commercial overnight or courier delivery service which maintains records of such attempt, or on the third day following the date postmarked, if mailed.
6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns; provided, however, no party shall assign this Agreement or any interest hereunder, in whole or in part, without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

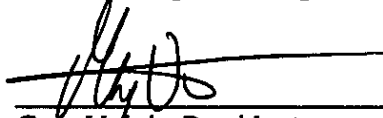
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- HP 1376-73-477
7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and cannot be waived or amended except in writing and signed by both parties.
 8. No Waiver. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with that provision or any other provision of this Agreement.
 9. Construction of Agreement. The parties acknowledge that they have read and understand the terms, conditions, and restrictions of this Agreement and each acknowledges and agrees to the enforcement thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court shall not apply the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. Typewritten or handwritten provisions inserted in this Agreement that are initialed by the parties shall control over all printed provisions of this Agreement in conflict therewith.
 10. Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.
 11. Heading. Headings contained herein are for convenience only and shall not be deemed to be a part hereof.
 12. Amendments. No agreement shall be effective to add to, amend, change, modify, or supplement any of the provisions hereof or the rights granted hereunder in whole or in part unless such instrument is in writing, executed by the Homeowners Association and the Commercial Association.
 13. Remedies. In the event of a default by either party in the performance of its obligations hereunder, the non-defaulting party, may, after notifying the defaulting party of the default and granting the defaulting party a thirty (30) day period to cure such default, as its sole and exclusive remedy, either (i) enforce specific performance of the provisions hereof, or (ii) seek such other relief as may be provided by law or both.
 14. Term. Unless sooner terminated in accordance with other provisions hereof, this Agreement shall commence with Effective Date and expire and be of no further force and effect on the day which is fifty (50) years after the Effective Date of this Agreement, after which time this Agreement shall automatically be extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed by the Residential Association and the Commercial Association is filed for record with the County Clerk of Harris County, Texas, terminating the Agreement, as of said renewal date.

Executed as of the Effective Date.

CITY PARK HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

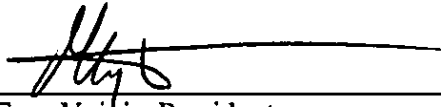
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lee

By: 
Greg Voinis, President

Address: c/o Planned Community Management, Inc.
15995 North Barker's Landing, Suite 162
Houston, Texas 77079

CITY PARK COMMERCIAL ASSOCIATION, INC., a Texas non-profit corporation

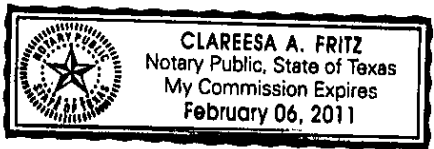
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By: 
Greg Voinis, President

Address: c/o Planned Community Management, Inc.
15995 North Barker's Landing, Suite 162
Houston, Texas 77079

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 21st, 2010, by Greg Voinis, the President of City Park Homeowners Association, Inc., a Texas non-profit corporation, for and on behalf of said corporation.




NOTARY PUBLIC, STATE OF TEXAS

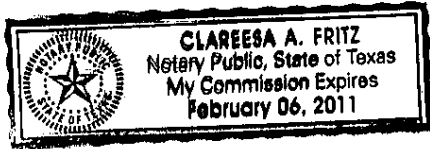
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THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on December 21st, 2010, by Greg Voinis, President of City Park Commercial Association, Inc., a Texas non-profit corporation, for and on behalf of said corporation.



Claresa Fritz
NOTARY PUBLIC, STATE OF TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

APR - 4 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

AFTER RECORDING, RETURN TO:

Mark K. Knop
Hoover Slovacek, L.L.P.
5847 San Felipe, Suite 2200
Houston, Texas 77057

JJ

HP 076-73-1773