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FIRST AMENDMENT TO MAINTENANCE AGREEMENT

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

This First Amendment to Maintenance Agreement (this "Agreement") is entered into as of the 31st day of December, 2013 (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 and the Commercial Association entered into that certain Maintenance Agreement dated effective October 1, 2010, and recorded in the Real Property Records of Harris County, Texas, under Clerk's File Number 20110133321 (the "Maintenance Agreement"), concerning their respective obligations 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 the costs and expenses and the standards concerning the City Park Zone; and

WHEREAS, the Homeowners Association and the Commercial Association desire to amend the Maintenance Agreement.

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 to amend the Maintenance Agreement as follows:

1. **Item 2 is amended to read as follows:**
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, 2016, and such other terms and provisions as are mutually acceptable to the Homeowners Association and the Commercial Association.

ER 052 - 35 - 1856

ER 052 - 35 - 1857

3. Item 3 is amended to read as follows:

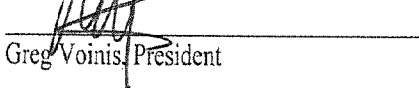
3. Cost and Expenses Paid by the Residential Association. During the term of this Agreement, the Homeowners Association shall be solely responsible for the costs and charges for all water and electricity used in connection with the irrigation and lighting systems located within the City Park Zone. In addition, and during the calendar years 2011, 2012, 2013 and 2014 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, 2013 and 2014; such portion to be paid by the Homeowners Association shall be 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%
Calendar year 2014	-	10%

Beginning in the calendar year 2015, 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.

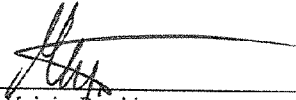
Executed as of the Effective Date.

CITY PARK HOMEOWNERS ASSOCIATION, (2) 1OR
INC., a Texas non-profit corporation (2) 1EE

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

By: 
Greg Voinis, President

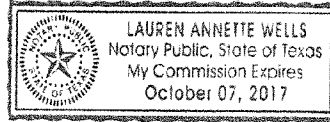
Address: c/o Planned Community Management, Inc.
15995 North Barker's Landing, Suite 162
Houston, Texas 77079

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on December 13th, 2013, 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

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

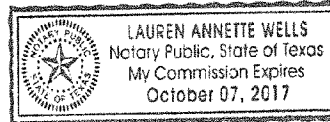


This instrument was acknowledged before me on December 13th, 2013, by Greg Voinis, President of City Park Commercial Association, Inc., a Texas non-profit corporation, for and on behalf of said corporation.


NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

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



ER 052 - 35 - 1858

ER 052 - 35 - 1859

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Pages 4
12/17/2013 09:30:49 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or 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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS