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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
GREEN TRAILS, PHASE II

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREEN TRAILS, PHASE II

THE STATE OF TEXAS §
§ KNOWN ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT THIS DECLARATION is made on the date hereinafter set forth by GREEN TRAILS, LTD., a Texas limited partnership (hereinafter referred to as "Declarant"), acting herein by and through its duly authorized General Partner, Trendmaker, Inc.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into those certain residential subdivisions known as Green Trails Section Five (5), comprised of 56 lots, the map or plat of which is recorded in Volume 346, Page 77 of the Harris County Map Records, Green Trails Park Section One (1), comprised of 70 lots, the map or plat of which is recorded in Volume 346, Page 75 of the Harris County Map Records, and Green Trails Park Section Two (2), comprised of 62 lots, the map or plat of which is recorded in Volume 346, Page 76 of the Harris County Map Records, and collectively comprising approximately 59.0256 acres of land out of the W.C.R.R. Co. Survey, Abstract No. 1361, the H. T. & B.R.R. Co. Survey, Abstract No. 388, and the H.T. & B.R.R. Co. Survey, Abstract No. 983, all in Harris County, Texas (also being the same tract described on pages 4-5 of Exhibit "A-1" hereto) (collectively, the "Initial Property"); and

WHEREAS, Declarant desires to hold, sell and convey said Initial Property subject to the following covenants, conditions, restrictions, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Initial Property, together with portions of the Annexable Land from time to time brought within the terms hereof pursuant hereto, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the residential subdivision lots within said lands; and

WHEREAS, this Declaration grants Declarant the right and privilege with the consent of the owners of such property, to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Declaration and to designate certain portions of such property as a "Neighborhood" as defined herein; and

NOW, THEREFORE, Declarant hereby adopts the following covenants, conditions, restrictions, reservations and easements which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (hereinafter defined) and which shall be applicable to all of the Property (hereinafter defined) from time to time subject hereto, and shall run with the land and shall bind all parties having or acquiring

any right, title, or interest therein or any part thereof, their heirs or successors in title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC., a non-profit corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. The "Property" or the "Properties" shall mean and refer to the Initial Property described in the Recitals hereof, together with such portions of the Annexable Land (or other property) as may from time to time be made subject to this Declaration pursuant to the provisions hereof, but shall not include any part of the Annexable Land (or such other property) unless and until so annexed. All of the Property may sometimes be commonly known and referred to as "Green Trails Phase II."

Section 3. "Lot" or "Building Plot" shall each mean and refer to each plot of land shown upon the recorded subdivision Plats from time to time within the boundaries of the Property and designated by lot and block number, and to the Living Unit and other improvements constructed or to be constructed thereon, but shall not mean or include any other portions of the Property. If building sites are created pursuant to Article XII, Sections 9 and 10 herein, the term "Lot" or "Building Plot" shall also thereafter mean and refer to any building site so created.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Occupant" shall mean any person legally entitled to occupy and use all or a portion of the Properties.

Section 5. "Common Properties" shall mean and refer to all those areas of land within the Properties except the platted Lots and public streets shown thereon, together with such other land as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Plats, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to the "Plats" shall mean and refer to all subdivision Plats from time to time filed of record in the Harris County Map Records with respect to Properties covered by The Declaration.

Section 6. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements dedicated or under contract to the Association for the use and benefit of the Owners of the Lots in the Properties, and/or for the benefit of other owners outside the Property, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of The Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation; structures for storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; guardhouses; esplanades; walls; and other similar and appurtenant improvements. References herein to "the Common Facilities" or any "Common Facility" shall mean and refer to Common Facilities as defined respectively in The Declaration and all Supplemental Declarations.

Section 7. "Supplemental Declaration" shall mean and refer to (i) any declaration of supplemental restrictions filed of record by Declarant, its successors or assigns, imposing more stringent or detailed restrictions or additional restrictions on or with respect to one or more Neighborhoods within the Property, (ii) any supplemental declaration of annexation executed and filed of record by Declarant, its successors or assigns, bringing additional property within the scheme of The Declaration under the authority provided in the Declaration, and (iii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns, purporting to do both of the foregoing. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective Properties covered by the relevant Supplemental Declaration.

Section 8. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the map or Plats of the subdivisions within the Property and such other easements as are created or referred to in The Declaration.

Section 9. "The Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, supplemental restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration of Covenants, Conditions and Restrictions for Green Trails, Phase II, as supplemented and/or amended, including any and all Supplemental Declarations.

Section 10. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 12. "Conveyance" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 13. "Declarant" shall mean and refer to GREEN TRAILS, LTD., the Declarant herein, and its successors and assigns if (i) such successors or assigns should acquire more than one Lot from GREEN TRAILS, LTD., and (ii) such successors or assigns are designated in writing by GREEN TRAILS, LTD., as a successor or assignee of all or part of the rights of GREEN TRAILS, LTD., as Declarant hereunder.

Section 14. "Assessable Tract" shall mean and refer to any Lot or Building Plot from and after the date on which paved public street access, and water and sanitary sewer service have been extended thereto.

Section 15. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household, excluding mobile homes or other non-permanent structures.

Section 16. "Neighborhood" shall mean and refer to any separately designated development area of the Properties comprised of various types of housing, initially or by supplement or amendment made subject to The Declaration. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration that such property shall constitute a separate Neighborhood. In the absence of specific designation of separate Neighborhood status, all property made subject to The Declaration shall be considered a part of the same Neighborhood.

Section 17. "Base Annual Assessments" shall mean and refer to the uniform assessment made against Assessable Tracts pursuant to Sections 3 and 5 of Article III hereof.

Section 18. "Neighborhood Assessments" shall mean and refer to assessments levied by the Association as provided for in Section 6 of Article III hereof, or by a Supplemental Declaration, which are incurred for purposes of promoting the recreation, health, safety, common benefit and enjoyment of only the Owners and Occupants of the Neighborhood against which the specific Neighborhood Assessment is levied, and of maintaining the properties within a given Neighborhood.

Section 19. "Assessments" shall mean and refer to any or all of the Base Annual Assessments, Special Assessments (as defined below) and Neighborhood Assessments referred to, contemplated or authorized herein or in any Supplemental Declaration from time to time filed of record.

Section 20. "New Construction Committee" shall mean and refer to the committee created by the Declarant to exercise

exclusive jurisdiction over all original construction of Living Units upon the Lots within the Properties as provided herein.

Section 21. "Modifications Committee" shall mean and refer to the committee created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on or to existing Living Units or other improvements located on Lots as provided in Article IV hereof.

ARTICLE II

ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC.

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for in The Declaration, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Common Properties. The Board of Directors of the Association shall be empowered to oversee the activities of the Association and may take whatever lawful action that the Board, in its sole discretion, deems necessary to provide for the upkeep, development and aesthetic appearance of the Common Properties and Common Facilities and to enforce The Declaration for the common benefit of all or some of the Members of the Association. All rights of the Association herein and hereunder are vested in its Board of Directors unless specifically reserved to Declarant or a vote of the Members herein. Upon assignment thereof by Declarant to the Association, the Association shall thereafter have the right (but shall not be obligated) to enforce that certain Declaration of Use Restrictions executed by Barker Venture, Ltd. covering approximately 137.9353 acres of land to the north of the Property, and such other restrictions benefitting the Association as Declarant may obtain from nearby landowners and assign in writing to the Association.

Section 2. Membership. Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association (including Declarant, whether or not it is obligated to pay a full share of Assessments) shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Properties that may become subject to the jurisdiction of the Association as a

result of such annexation, and the Common Facilities thereon, and shall be entitled to the use and benefit of the maintenance fund hereinafter set forth, provided that each future section must be impressed with and subject to the Assessments imposed hereby (and any additional Neighborhood Assessment necessitated by a higher level of services or amenities to be provided to that area as a separate "Neighborhood"), and further, such sections shall be made by recorded Supplemental Declaration subject to all of the terms of this initial Declaration (as then amended and/or modified as herein permitted) and to the jurisdiction of the Association. Such additional stages of development may be annexed in accordance with the provisions of Article XI, Section 1, hereinbelow. Upon a merger or consolidation of the Association with another association, the properties, rights and obligations of the other association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the covenants and restrictions established by The Declaration, together with the covenants and restrictions applicable to the properties of the other merged association, as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants and restrictions established by The Declaration.

Section 3. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of Assessable Tracts with the exception of the Declarant (unless and until its Class B Membership converts to Class A Membership as contemplated below), and each such Class A Member shall be entitled to one vote for each Lot owned by such person or entity. When more than one person holds an interest in a single Lot, all such persons shall be Members. The vote of such Lot shall be exercised as such co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. If the co-owners of a single Lot do not vote unanimously and in unison, no vote for that Lot shall be counted.

Class B. Class B Members shall be the Declarant herein, as such term is defined in Article I, Section 13, who shall be entitled to nine (9) votes in the Association for each Lot owned by it. Class B Membership shall cease and be converted to Class A Membership (and Declarant may thereafter cast one Class A vote for each Lot owned by it, regardless of whether Declarant pays any or its full share of Assessments) on the happening of the earliest to occur of the following three events (A, B, or C):

- (A) When total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

- (B) The twentieth anniversary date of the recordation of this initial Declaration; or
- (C) When the Declarant terminates Class B votes by an instrument filed in the Official Public Records of Real Property of Harris County, Texas.

At such time that additional Property is annexed into the Association, the Class B Membership of the Declarant, shall, if it had previously ceased due to one of the conditions listed above in (A), (B), or (C), be reinstated and shall apply to all Lots owned by Declarant in the newly annexed portion of the Property as well as to all Lots owned by Declarant in all other areas of the Property. Such reinstatement is subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (A), (B), and (C) of this Article, whichever occurs first. However, upon reinstatement due to annexation of additional Property, the period of time set forth in Section 3(B) of this Article shall be extended to the extent necessary such that in all circumstances it extends for a period no shorter than ten (10) years from the date of each such recorded annexation (i.e., Supplemental Declaration).

Section 4. Non-Profit Corporation. ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC., a non-profit corporation, has been organized, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation. Declarant will convey the Common Properties to the Association upon final completion of construction of all Common Facilities to be located thereon.

Section 5. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in direct conflict with the terms and provisions hereof.

Section 6. Members' Easements of Enjoyment. Subject to the provisions of Section 7 below, every Member shall have a non-exclusive common right and easement of enjoyment in the Common Properties and Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Assessable Tract.

Section 7. Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in The Declaration, and shall also be subject to the following provisions:

- (a) The Association shall have the right to borrow money and, with the assent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the

votes of both Classes of Members, to mortgage the Common Properties and Common Facilities.

- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties and Common Facilities against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the rights of any Member to enjoyment and use of the Common Properties and Facilities for any period during which any Assessment or other amount owed by the Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties and Facilities, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for each and any infraction of such rules and regulations.
- (e) The Association shall have the right to assess and collect the Assessments provided for or contemplated herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Properties or Facilities.
- (f) The right of the resident owners or occupants of dwellings within any area of land from time to time owned by the Declarant or its General Partner in the vicinity of but not within the Property, with Declarant's or its General Partner's written authorization, to use, on terms no more favorable to such users than then made available to the Members, the Common Properties, together with all Common Facilities now or hereafter located thereon. The right of Declarant or its General Partner to grant such use privileges is hereby reserved by Declarant.
- (g) The Association shall have the right to dedicate, sell or convey all or any part of the Common Properties, or interests therein, to any public agency, authority, or utility or any utility district, or to any third party whomsoever, for such purposes and subject to such conditions as may be agreed to by a vote of the Members as hereinbelow provided. No conveyance of Common Properties other than the granting of utility easements upon the Common Properties, shall be made without such vote. No such dedication or conveyance (except granting of utility easements) shall be effective unless an instrument agreeing to such dedications or conveyance signed by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members has been recorded.

- (h) The Association shall have the right to use, rent or lease any part of the Common Properties and/or Common Facilities for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Properties, as well as property owners outside the Properties, provided that any such lease or contract providing for use of Common Properties and Facilities by property owners outside the Property shall be approved, prior to being entered into, by Members entitled to cast no less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members voting in person or by proxy, at a meeting duly called for this purpose (or such an agreement may be entered into unilaterally by Declarant so long as it controls two-thirds (2/3) of the aggregate votes in the Association).
- (i) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts, for garbage and rubbish pickup, and to charge the Owner of each Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup. If the Association so elects, the charge to each Owner for garbage and rubbish pickup shall be in addition to or part of the Assessments described in Article III hereof.
- (j) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts, for security and/or emergency medical ambulance services, and to charge the Owner of each Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such security and/or emergency medical ambulance service. If the Association so elects, the charge to each Owner for security and/or emergency medical ambulance service shall be in addition to or part of the Assessments described in Article III hereof.

Section 8. Enforcement of Declaration. The Association shall have the power and authority to enforce the terms and provisions of The Declaration by legal action or other means provided for herein.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Building Plot owned within

the Properties, hereby covenants, and each Owner of any Building Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) Base Annual Assessments or charges, (2) applicable Neighborhood Assessments, if any, and (3) Special Assessments for capital replacements and improvements, such Assessments to be established and collected as hereinafter provided. The Base Annual, Neighborhood and Special Assessments, together with interest, collection costs and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing Vendor's Lien herein reserved and retained in favor of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but shall be secured by the above-referenced continuing lien on the Lot so transferred as security for the delinquent obligation of the prior Owner, and may be enforced against such Lot notwithstanding any such Conveyance.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Common Properties and Common Facilities, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience and welfare of the Members, such benefits to include, by way of illustration but not limitation: providing professional management or financial services; providing patrol or watchman service; providing service contractors to manage and maintain recreational facilities; providing and maintaining lighting standards, fixtures and facilities; providing and maintaining all mechanical and electrical fixtures, plumbing equipment and drainage systems for the Common Properties and Facilities; fogging for insect control; providing garbage and rubbish pickup; maintaining the unpaved portion of, and any esplanades on, any street or right of way adjoining the Property; maintaining landscaping and other improvements (including, without limitation walls, retaining walls, monuments, signage and irrigation systems) contained within esplanades and cul-de-sacs in any public streets located within the Property, or in any landscape reserves; enforcing the provisions contained in The Declaration; employing, at the request of the Modifications Committee and/or New Construction Committee, one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committees in carrying out their duties and authority as set forth herein or, at the option of the Board of Directors of the Association, for the maintenance and/or improvement of the Common Properties or Facilities or for the benefit of the Members. The foregoing uses and purposes are permissive and not mandatory, and the decisions of the Board of Directors of the Association shall be final as

long as made in good faith and in accordance with the Bylaws of the Association and any applicable governmental laws, rules and regulations.

Section 3. Maximum Base Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the Board of Directors shall levy on each Assessable Tract and collect from the Owner thereof a Base Annual Assessment of FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00) for each Building Plot, which shall be due and payable as provided hereinafter; provided, however, that prior to the date on which a recreation/community center on Common Properties of the Association has been constructed and is operating, if ever, the Board may, in its sole judgment and discretion, establish the Base Annual Assessment at an amount less than \$450.00 per Building Plot, so long as Lots in annexed portions of the Green Trails Village Land, if any (see Article XI, Section 3) are assessed only eighty-five percent (85%) of the actual lower Base Annual Assessment established for all other Assessable Tracts. Anything contained herein to the contrary or seemingly to the contrary notwithstanding, the Base Annual Assessments provided for herein shall be payable by the Owners of each of the Building Plots comprising Assessable Tracts within the boundaries of the Properties, in the manner hereinafter set forth.

- (a) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum Base Annual Assessment may be increased each year by not more than 15% of the maximum Base Annual Assessment in effect for the prior year (such percentage to be cumulative from year to year) by the Board of Directors without a vote of the Members.
- (b) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum Base Annual Assessment may be increased by an amount in excess of 15% in a given year (over the maximum Base Annual Assessment permitted in the prior year) by the vote or written assent of at least 51% of a quorum of the Members present and voting at a meeting thereof duly called and held for such purpose.
- (c) The Board of Directors shall from time to time set, fix and levy the Base Annual Assessment at an amount not in excess of the maximum permitted herein.

Section 4. Special Assessments for Capital Improvements. In addition to the Base Annual Assessments authorized by Section 3 hereinabove, the Association may levy against the Assessable Tracts (as well as against unimproved land, if any, annexed by Barker Venture, Ltd., as contemplated in Article XI, Section 1(b), hereof) in any calendar year one or more "Special Assessments" applicable to that year only, for the purpose of defray-

ing, in whole or in part, the cost of any construction, reconstruction, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such special Assessment must be approved by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of a quorum of Members present and voting at a meeting thereof duly called and held for such purpose. The Special Assessment against every Assessable Tract shall be the same as the Special Assessment against every other Assessable Tract.

Section 5. Uniform Rate of Assessments. The Association, by action of its Board of Directors, shall levy Base Annual Assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for purposes stated in Section 2 of this Article III, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the Base Annual Assessments shall be levied on a uniform basis as follows:

- (a) Building Plots owned by GREEN TRAILS, LTD., its designated successors and assigns..... None
- (b) Building Plots within lands, if any, annexed by Barker Venture, Ltd., its successors or title successors under Article XI, Section 1(b) hereof, whether owned by Barker Venture, Ltd., or others..... 100%
- (c) Building Plots conveyed by GREEN TRAILS, LTD. to builders for the purposes of constructing a residence thereon..... 100%
- (d) Building Plots with completed residences sold to individual (including corporate or other entity) homebuyers..... 100%
- (e) Building Plots in the Green Trails Village Land, when and if annexed pursuant to Article XI, Section 3, whether owned by builders or individual (including corporate or other entity) homebuyers..... 85%

Section 6. Neighborhood Assessments. Each Neighborhood, which is designated as such by Declarant in the Supplemental Declaration that designates such area as a separate Neighborhood and/or that brings such Property within the jurisdiction of the Association, shall be subject to the Neighborhood Assessment, if any, specified, authorized or contemplated in such Supplemental Declaration to defray the costs of additional services and/or amenities to be provided by the Association that primarily or exclusively benefit the Owners of Lots within that Neighborhood. Furthermore, by vote of the Owners of ninety percent (90%) of the Lots within a Neighborhood (whether such vote is at a meeting of the Members or by written assent in a poll of the Members in the

Neighborhood in question, so long as the ninety percent (90%) who voted in favor are Owners in that Neighborhood at the time the ninety percent (90%) is counted), such Owners may elect for their Neighborhood to have the Association provide services or amenities in excess of those being provided to all Neighborhoods and those specifically provided for in any Supplemental Declaration applicable to such Neighborhood. Upon so electing, all Owners in the Neighborhood (ninety percent (90%) of the Lot Owners in which have voted to request supplemental services) shall be assessed an annual Neighborhood Assessment based on the cost of the additional services and amenities, on a uniform basis within such Neighborhood. Owners in the Neighborhood who do not vote or who vote against such Neighborhood Assessment shall not be exempt from such Neighborhood Assessment, whether by their election not to participate in the supplemental services or otherwise. Nothing in The Declaration prohibits the Board of Directors from levying a different Neighborhood Assessment rate to the separate Neighborhoods. Neighborhood Assessments shall not be combined with Base Annual Assessments for purposes of determining the maximum permissible Base Annual Assessment under Section 3 hereof, nor separately be subject to the limitations of Section 3 of this Article.

Section 7. Declarant Assessment Liability. As long as there is a Class B Membership, Declarant shall be responsible only for any shortages in the accounts of the Association, but only in the event that the maximum Base Annual Assessments chargeable under the provisions of Article III, Section 3 of The Declaration, are insufficient to cover the actual costs of maintaining the Properties in accordance with the provisions of Article VIII of The Declaration. If shortages can be reduced before Declarant's subsidy by a reduction in excess or non-life threatening services, such as trash removal, then those services may (and, if requested by Declarant, shall) be reduced to enable the Association to operate within its budget under the constraints of the limitations of Section 3 of this Article III and with the least possible subsidy from Declarant.

Section 8. Commencement of Base Annual Assessments; Due Dates. Subject to the provisions of Section 5 of this Article, the Base Annual Assessments provided for herein shall commence on each Assessable Tract on June 30, 1990; provided, however, that the Base Annual Assessments shall not commence with respect to any Lot or Building Plot until such Lot or Building Plot becomes an Assessable Tract as defined herein. The Base Annual Assessment on each Assessable Tract for the first year of such Assessment shall be due and payable on the day a Lot or Building Plot becomes an Assessable Tract, and shall be pro rated for that year. After the first year, the Base Annual Assessment on such Assessable Tract for each such subsequent calendar year shall be due and payable on the first day of January in said year.

Section 9. Commencement of Neighborhood Assessments and Special Assessments. Following the creation of a Neighborhood Assessment specific to a particular Neighborhood in excess of the

Base Annual Assessments (whether created or authorized by Supplemental Declaration filed by Declarant or by vote of the Neighborhood Owners), the share thereof of each Owner in such Neighborhood shall be levied and collected by the Association on an annual basis in the same manner as Base Annual Assessments. Any Neighborhood Assessment authorized or created in a Supplemental Declaration filed by Declarant for that Neighborhood shall commence as to each Lot in that Neighborhood when such Lot becomes an Assessable Tract as herein defined, and the first payment shall be a pro rated payment for the balance of the calendar year during which such Lot becomes an Assessable Tract, due upon invoicing by the Association. In the case of Neighborhood Assessments created or authorized by a vote of the Owners in the Neighborhood, the first Neighborhood Assessment shall be for the partial calendar year remaining after the commencement of the supplemental services. After the year of commencement of any Neighborhood Assessment with respect to a particular Lot, Neighborhood Assessments shall be payable in advance for each calendar year on the first day of January of such year. The due date of any Special Assessment under Section 4 of this Article shall be fixed in the resolution of the Members of the Association authorizing or approving such Special Assessment.

Section 10. Common Properties Exempt. All Common Properties as defined in Article I, Section 5, and all portions of the Property owned or otherwise dedicated to any political subdivision or municipal utility district (excluding portions of public or private utility easements located upon or within the boundaries of Lots, which shall not be exempt), shall be exempt from the Assessments and liens created, reserved and/or contemplated herein.

Section 11. Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount to be levied as the Base Annual Assessment and Neighborhood Assessments against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Sections 3, 5 and 6 of this Article. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Tracts showing the amount of each Assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer or agent of the Association setting forth whether or not there are any unpaid Assessments against said Owner's Lot or Lots. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

Section 12. Effect of Non-Payment of Assessments; Remedies of the Association; Liens Securing Assessments. Any Base Annual Assessment, Neighborhood Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest at the maximum per annum ceiling rate allowed by applicable

usury laws from the due date until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Building Plot, or pursue both such remedies to the extent not mutually exclusive. Interest, court and other collection costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such Assessment or charge. Each such Owner, by his acceptance of a deed to a Building Plot, hereby expressly vests in the Association, or its agents, the right and power (i) to bring all actions against such Owner personally for the collection of such charges as a debt, and (ii) to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002, Tex. Prop. Code Ann. (Vernon 1983), and such Owner hereby expressly grants to the Association a private power of sale in connection with said lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Building Plot Owners. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Building Plot.

Section 13. Subordination of the Lien to Mortgages. The lien securing any Assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the Building Plot subject to the Assessment for the purpose of securing indebtedness incurred to purchase or improve such Building Plot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Building Plot pursuant to a decree of foreclosure or a foreclosure by trustee's sale under a deed of trust. Such sale or transfer shall not relieve such Building Plot from liability for any Assessment thereafter becoming due, nor from the lien securing any such subsequent Assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may voluntarily subordinate the lien securing any Assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine. No such voluntary subordination shall be effective unless given in writing by the Association upon a vote of the Board of Directors.

Section 14. Exempt Property. The Assessments and liens created in this Article III shall apply only to Assessable Tracts. The remainder of the Properties shall not be subject thereto nor shall the Owners thereof (except Declarant) be entitled to the rights granted to Members in the Association.

ARTICLE IV

NEW CONSTRUCTION COMMITTEE AND MODIFICATIONS COMMITTEE

Section 1. New Construction Committee; Tenure. The Declarant shall initially appoint a New Construction Committee, con-

sisting of not less than three (3) members, who need not be Members of the Association. The persons serving on the New Construction Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association shall have completed Living Units constructed thereon, at which time the New Construction Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event undeveloped land is annexed into the Association after resignation of the original New Construction Committee, the Board of Directors may appoint a replacement New Construction Committee to act with the authority and purpose of the original New Construction Committee with respect to new construction, for such a term as the Board may designate, and subject to the Board's continuing right to remove members thereof and fill vacancies in such Committee. In the event of the death or resignation of any person serving on the New Construction Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors (unless same occurs during the Declarant control period specified in Section 2 hereof, in which event Declarant shall make such appointment), who shall have all of the authority and power of his or their predecessor(s). A majority of the New Construction Committee may from time to time designate someone serving on the Committee to act for it as the Designated Representative. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article IV. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to such Committee.

Section 2. Rights of the New Construction Committee. The Declarant reserves the right to control and direct the New Construction Committee (including the making of all appointments thereto and removing any member thereof) for a period of fifteen (15) years from the date of the recording of this initial Declaration. At the time when future properties are annexed into The Declaration and the jurisdiction of the Association, if ever, the term of the members of the New Construction Committee will extend no less than ten (10) years from the date of the recordation of the annexation document (i.e., the Supplemental Declaration), and Declarant's control of the New Construction Committee shall continue throughout that extended term.

Should the Declarant decide to relinquish control of the New Construction Committee prior to the expiration of the control period stated above, it may do so by causing all its members to resign with a minimum of thirty (30) days' prior written notice to the Board of Directors of the Association.

The New Construction Committee shall reserve the right to develop, adopt and from time to time revise Architectural Control Guidelines for use in the review and approval of construction and improvement projects.

Section 3. Modifications Committee. The Board of Directors is authorized to establish a Modifications Committee whose responsibility it will be to set standards, review and act upon all proposed modifications or improvements to those Lots where the Living Units have been constructed and sold and are owned by someone other than the Declarant, its successors or assigns, or a Builder (hereinafter defined). This Committee will be comprised of no less than three (3) members with at least two (2) members required to be Members of the Association. The Modifications Committee will be governed by the Board of Directors and shall adhere to all the provisions set forth in this Declaration.

The Modifications Committee shall promulgate standards and procedures governing its area of responsibility and practice. In addition thereto, the following requirements shall be adhered to: plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations, shall be submitted to the Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. Nothing contained herein shall be construed to limit the right of the Owner to remodel the interior of a Living Unit or to paint the interior of a Living Unit any color desired unless such interior area will be visible from a public street.

Section 4. General. All Property which is now or may hereafter be subjected to The Declaration is subject to architectural and environmental review. No Living Unit or other improvements (including, without limitation, garages, swimming pools, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary and flagpoles, but excluding improvements interior to a Living Unit) shall be constructed nor shall any such Living Unit or other improvements be modified or altered, without the prior written approval of the New Construction Committee or Modifications Committee, as appropriate. This review shall be in accordance with this initial Declaration (as amended), any relevant Supplemental Declaration(s) (as amended), and such standards as may be promulgated by the Board, the New Construction Committee, or the Modifications Committee (subject to review by the Board), and such review and standards shall or may include, without limitation: general aesthetic character of improvements to be constructed; placement, orientation and location of improvements on a Lot; landscaping species, location and arrangement; architectural style; elevations; grading plan; color, quality, style and composition of exterior materials, including (without limitation) roofs, walls, patios, sidewalks and driveways; location, style, composition and extent of fencing; roof line and orientation; and appropriateness of permitting any proposed structures or improvements other than a Living Unit and garage, such as fountains, flagpoles, statuary, outdoor lighting, or others, neither Committee being obligated under any circumstances to approve any such other improvements if they determine that same would detract from the overall aesthetic

quality of the area. Any obligation of Declarant to enforce provisions relating to historic preservation shall become the responsibility of the Association and the Committees created in this Article shall ensure compliance therewith. The Board of Directors shall have the right and power on behalf of the Association to enforce in courts of competent jurisdiction decisions of either Committee.

Section 5. Submissions to New Construction Committee. To secure the approval (the "Final Approval") of the New Construction Committee, an Owner shall deliver to the Committee in form and substance reasonably satisfactory to the Committee the number of complete sets hereinafter set forth of:

- (a) The Design Development Plan which shall include:
 - (i) a site plan showing the location, dimensions, orientation to boundary lines and the set-back lines, of proposed buildings, garages, other structures, driveway, sidewalks, fencing and all other improvements;
 - (ii) design elevation of, and a core plan for, and description of the foundation, height and size of each structure, including the living area square footage of each structure; and
 - (iii) a description and sample of the exterior materials concept for each structure.
- (b) Drawings and details of all exterior surfaces, including the roof, showing elevations, and including the color, quality and type of exterior construction materials (collectively, the "Exterior Plan");
- (c) A landscaping plan, which will include species, layout, location, size and configuration of all proposed landscaping and landscaping materials, detailing the proposed use and treatment of all portions of the Lot that are not to be covered by sod, structures, or sidewalk or driveway paving (the "Landscaping Plan");
- (d) All such other information as may be reasonably required which will enable the New Construction Committee to determine the location, scale, design, character, style and appearance of such Owner's intended improvements.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "Plans") shall conform to the applicable provisions of The Declaration. The Owner shall supply as many sets, not to exceed three (3), as deemed appropriate by the Committee.

Where an Owner has neglected to submit a site plan and/or a schematic plan for approval, failure of the New Construction Committee to exercise the powers granted by this Article IV shall never be deemed a waiver of the right to do so either before or after a building or other improvement in the Properties, or any exterior addition to or alteration therein, has been completed.

Where not otherwise specified herein or in an applicable Supplemental Declaration, the New Construction Committee also shall have the right to specify requirements for each Building Plot as follows: minimum setbacks; driveway access to adjacent street; the location, height and extent of fences, walls or other screening devices; garage access; and the orientation and placement of structures with respect to streets, walks and structures on adjacent property. There shall be no chain link fencing except as may be utilized by builders with the approval of the New Construction Committee for temporary storage of building materials and supplies during the construction phase. No roofing materials shall be allowed other than composition roofing, which shall meet standards prescribed by the New Construction Committee and/or the Modifications Committee, as the case may be. The surface materials used in the construction of driveways and front sidewalks will consist solely of concrete and/or brick unless otherwise approved by the New Construction Committee and/or the Modifications Committee, as the case may be. The New Construction Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed (or imposed in any applicable Supplemental Declaration) or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Properties.

The New Construction Committee has the full authority to enforce additional restrictions as they are created against any Building Plots within a specific Neighborhood, as imposed pursuant to any Supplemental Declaration. Such restrictions will be more clearly defined in Supplemental Declarations filed by Declarant in the Real Property Records of Harris County, Texas, creating and/or annexing each Neighborhood within the Properties.

Section 6. Time for Review of Plans. Upon submission by the Owner to the New Construction Committee or the Modifications Committee of a written request for Final Approval and the submission to the New Construction Committee of the Design Development Plan or the Plans (as applicable, and in either case, the "Submitted Plans"), or other plans to the Modifications Committee, each Committee shall endeavor to review same within thirty (30) days from receipt of plans and notify Owner in writing whether the Submitted Plans are approved or disapproved. Committees, as required, shall approve the plans if such plans do not violate The Declaration (including the requirements of any applicable Supplemental Declaration, if any) or the guidelines and criteria from time to time existing and established by the

Committees, and are consistent with their judgment on aesthetic compatibility of the proposed improvements with other portions of the Properties and/or improvements thereon. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Any failure by the New Construction Committee to approve or disapprove the Submitted Plans in writing within such thirty (30) day period shall not constitute a waiver of the requirements of The Declaration. No construction of the improvements provided for in the Submitted Plans (including those resubmitted under Section 7 of this Article) shall be commenced until the receipt of the Committee's written approval of the Plans for such improvements. However, in the event the Modifications Committee fails to either (i) approve or disapprove Plans submitted to it, or (ii) request additional information reasonably required, within thirty (30) days after submission, the Plans for modifications shall be deemed approved.

Section 7. Review of Revised Plans. If the New Construction Committee shall disapprove any part of the Submitted Plans, the Owner may revise the Submitted Plans to incorporate such change requested by the New Construction Committee and may deliver the required number of complete sets of revised Submitted Plans to the New Construction Committee and the New Construction Committee shall endeavor to review such revised Submitted Plans within thirty (30) days to determine Owner's compliance with the New Construction Committee's requested changes.

Section 8. Changes in Approved Plans. An Owner shall secure the written approval of the New Construction Committee to any material change or revisions in approved Plans in the manner provided in this Article for the approval of Plans.

Section 9. Variances. The New Construction Committee may authorize variances from compliance with any other of the architectural provisions of The Declaration, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may, in the Committee's judgment and discretion, require. The Committee's decision on a requested variance shall be final, conclusive and binding. Such variances must be evidenced in writing, must be signed by at least a majority of the New Construction Committee, and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in The Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of The Declaration for any purpose except as to the particular provision hereof covered by the variance, and only for the particular Lot in question, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations.

Upon the recommendation of the Modifications Committee, the Board of Directors may authorize variances, as stated above. Such Modifications Committee's variances must be evidenced by a written instrument signed by a majority of the Board of Directors and a majority of the Modifications Committee.

Section 10. Approved General Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced on a Building Plot until the general contractor to perform such construction shall have been approved in writing by the New Construction Committee, which approval shall not be unreasonably withheld. In the event the Committee fails to approve or disapprove a general contractor within thirty (30) working days after such contractor's name is submitted to it, approval will not be required, and the provisions of this Section 10 will be deemed to have been fully satisfied.

Section 11. No Liability. Neither Declarant, the Association, Board of Directors, the New Construction Committee or Modifications Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Building Plot affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, including specifically, but without limitation, consequences of any defect in any plans or specifications. Every person who submits plans or specifications to the New Construction Committee or Modifications Committee for approval agrees, by submission of such plans and specifications, and every Owner agrees, that he will not bring action or suit against Declarant, the Association, the Board of Directors, the Committees, or any of the members thereof to recover any such damages.

Section 12. Rules and Regulations. The New Construction Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

ARTICLE V

EASEMENTS

Section 1. General. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, gas, telephone, and cable television lines and drainage facilities shall be governed by the following:

- (a) Wherever sanitary sewer and/or water house connections or electricity, gas or telephone and cable television lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by any party

other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

- (b) Wherever sanitary sewer and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

Section 2. Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer same.

Section 3. Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded Plat(s). With the exception of certain Lots located on the perimeter of the Property, underground electric, gas and telephone service shall be available to the Lots. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single-phase, 120/240 volt, three-wire, 60-cycle, alternating current. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Owner or the home-builder makes any required or necessary arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantor of the easements nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the land covered by said easements.

Section 4. Public Streets. All Lots within the Property shall abut and have access to a public street. Public street rights-of-way are or shall be shown on the Plat(s).

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and

other emergency vehicles and other service vehicles to enter upon the Common Properties, including, but not limited to, private streets, in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Properties to render any service or perform any function contemplated herein.

Section 6. Universal Easement. Each Lot and its Owner within the Properties is hereby declared to have an easement, and such an easement is hereby granted to Declarant, over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to settlement or shifting of any improvements constructed thereon pursuant to Committee-approved plans. There shall be easements for the maintenance of said encroachment by settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the negligence or willful misconduct of said Owner or Owners or their contractors, surveyors or engineers. Each Lot Owner grants a perpetual easement to the Association for any encroachment of Common Facilities onto such Owner's Lot caused by Declarant or the Association prior to such Lot Owner's purchase of said Lot. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of The Declaration and shall be appurtenant to or a burden upon the Lot being serviced and shall pass with each conveyance of said Lot.

Section 7. Public Easement. There is hereby reserved to the Association, its successors and assigns, and to the public an easement along and within the ten foot (10') wide strip of land within each Lot that has common boundary with Crescent Green Drive, immediately adjacent to and contiguous with the boundary of such Lots that abuts Crescent Green Drive (the "Crescent Green Drive Walkway Easement") for the construction, installation, maintenance, and public use of such walkways, pathways and sidewalks (and, at Declarant's and/or the Association's election, lighting standards, fixtures and equipment) as Declarant or the Association may, from time to time, elect to install. No Owner shall interfere with, disurb, remove, destroy or damage any such improvements installed by Declarant and/or the Association on or upon the Crescent Green Drive Walkway Easement. The Association shall not be liable to any Owner of a Lot encumbered by the Crescent Green Drive Walkway Easement for any injury or damage to any person or any person's property upon any part of the Crescent Green Drive Walkway Easement to the extent caused by dangerous, defective or injurious conditions created or permitted to exist by the Owner or Occupant of such Lot, or their guests, invitees, licensees, contractors or visitors. However, the Association shall keep up and maintain (except for Owner-caused damage or hazardous conditions) all improvements constructed by Declarant or the Association in the Crescent Green Drive Walkway Easement and shall indemnify and hold harmless each Owner of a Lot encumbered thereby for any claims for injury to persons or property resulting solely from the defective design or construction, or

inadequate maintenance, of any such improvements. The above easement shall not be construed to imply any right of public use of the Common Properties or improvements thereon owned by the Association.

Section 8. Audio and Video. In the event that audio and video communication services and utilities are made available to any said Lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 9. Electric Distribution System. An electric distribution system will be installed within the boundaries of the Properties pursuant to one or more agreements for electric service to be executed and recorded by Declarant and the relevant utility. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three-phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes and such other appurtenances as shall be necessary to make electrical service available. The Owner of each Lot containing a Living Unit shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service (the "Company") shall make the necessary connections at said point of attachment and at the meter. Declarant has granted or will grant either by designation on the Plat(s) or by separate instrument, necessary easements to the Company providing for the installation, maintenance and operation of its electric distribution system and has also granted or will grant to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a Living Unit shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the Company) for the location and installation of the meter of such Company for each Living Unit involved. The electric service to each Living Unit shall be uniform in character and exclusively of the type known as single-phase, 120/240 volt, three-wire, 60-cycle, alternating current, and all portions thereof located on Lots shall be underground.

The Company has installed or will install the electric distribution system at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's or the homebuilder's representation that the Property is being developed for Living Units as herein defined, all of which are or will be designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), and are built for sale or rent. Should The Declaration be modified by valid amendment to permit the erection on any part of the Property of one or more mobile homes, the Company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant or the relevant homebuilder has paid to the Company an amount representing the excess in cost of any portions of underground distribution system that have been installed, over the cost of equivalent overhead facilities to serve such area(s), or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of an underground distribution system to serve such Lot or Living Unit over the cost of equivalent overhead facilities to serve such Lot or Living Unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the Company to be necessary. Nothing herein shall be construed to permit any mobile home or other non-permanent structure to be erected or maintained within the Property.

The provisions of the two preceding paragraphs also apply to any future residential development in Properties shown on one or more Plats as such Plats exist at the execution of the agreement for underground electric service between the Company and Declarant (or a homebuilder), or thereafter. Specifically, but not by way of limitation, if the Owner of a Lot not in an area serviced by underground electric service facilities undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in an underground service area, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant or the relevant homebuilder has paid the Company as above described.

ARTICLE VI

UTILITY BILLS, TAXES AND INSURANCE

Section 1. Obligation of the Owners. Owners' utility bills, taxes and insurance shall be governed by the following:

- (a) Each Owner shall have his separate electric, gas (unless total electric dwelling) and water meter and shall directly pay at his own cost and expense for all electricity, gas, water, sanitary sewer service, tele-

phone service, cable television and other utilities used or consumed by him on his Lot.

- (b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.
- (c) Each Owner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own Living Unit, and his additions and improvements thereto, including decoration, furnishings, and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the Association as part of the common expense in connection with the Common Properties or Common Facilities.

Section 2. Obligation of the Association. The Association shall have the following responsibilities regarding utility bills, taxes and insurance for the Common Properties and Facilities:

- (a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties or any part thereof.
- (b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Properties and the improvements and the property appertaining thereto.
- (c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities, if any, located in the Common Properties and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended or all-risk coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Common Properties and Common Facilities, the Association, the Board of Directors, and/or the Association's Members, agents and employees, from and against liability in connection with the Common Properties and Common Facilities.

Director and officer liability insurance and fidelity bonds are also allowable coverages that may be obtained by the Association.

- (d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the Base Annual Assessment.
- (e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - (i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests.
 - (ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - (iii) That no policy may be cancelled, invalidated, or suspended on account of any act or omission of any one or more individual Owners or Occupants of Lots;
 - (iv) That no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee; and
 - (v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Properties or Common Facilities, or (in the event no repair or reconstruction is made) after making such settlement as is necessary and appropriate with

the affected Owner or Owners and their Mortgagee(s), as their interests may appear, if any Living Unit is involved, shall be retained by and for the benefit of the Association.

If it is determined, as provided for in Section 5 of this Article, that the damage or destruction to the Common Properties or Facilities for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds herein.

Section 4. Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Properties or Facilities shall be repaired or reconstructed unless at least seventy five percent (75%) of all votes in the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extensions shall not exceed an aggregate of sixty (60) days. No Mortgagee of a Lot shall have the right to participate in the determination of whether the Common Properties or Facilities damaged or destroyed shall be repaired or reconstructed.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Properties or Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Properties by the Association in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a Special Assessment against all Class A Owners in proportion to the number of Lots. Additional assessments may be made in like manner at any time during or following the completion of any

repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE VII

CONDEMNATION

In the event that all or any part of the Common Properties shall be taken by any authority having the power of condemnation or eminent domain, no Owner shall be entitled to notice thereof nor be entitled to participate in the proceedings incident thereto. Any decision by the Board of Directors to convey Common Properties in lieu of and under threat of condemnation, or to accept an agreed award as compensation for such taking, shall require approval by a vote of fifty-one percent (51%) of a quorum of the Members of the Association present and voting at a special meeting called for such purpose. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Properties on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy five percent (75%) of the total number of votes in the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Properties, to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article VI hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Properties, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII

MAINTENANCE AND REPAIRS

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his Living Unit and all other improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway appurtenant to his Living Unit, sidewalks and fences which are appurtenant to and situated on his Lot, excepting only portions of improvements constructed by Declarant or the Association in the Crescent Green Drive Walk-

way Easement described in Article V, Section 7, hereof, which shall be maintained by the Association. The Association shall not be responsible for the upkeep or maintenance of any portions of the Crescent Green Drive Walkway Easement except such improvements as are constructed by Declarant or the Association therein. The Association shall have no duty or obligation to any Owner in this regard. The Association shall have the right to enforce this restriction to the fullest extent permitted in The Declaration. If any improvement on a Lot is damaged or destroyed, the Owner shall diligently proceed to restore such improvement to the condition existing prior to such damage or destruction or, in the alternative, raze or remove such improvement and landscape the Lot pursuant to a "Removal Plan" approved by the Modifications Committee.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Property, Common Facilities and all parts thereof, including but not limited to, landscaped lawns, esplanades, parking areas and improvements and facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of any private driveway, sidewalk, and fence or fences which are appurtenant to such Owner's Lot or Living Unit. The Board of the Association has the additional right, but not the obligation, to have the grass or vegetation cut and maintained, in a neat and sanitary manner, on the land that is owned by or dedicated to Harris County Flood Control District or any municipal utility district and that lies within the Properties (or adjacent thereto) if the appropriate county agency's or utility district's maintenance standards are not acceptable to the Board of the Association.

ARTICLE IX

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Properties. The Association, subject to the rights of the Owners set forth in The Declaration, shall be responsible for the exclusive management and control of the Common Properties and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof. All landscape reserves shall be utilized and maintained as Common Properties for the Association and for no other purpose.

The Board of Directors shall be authorized to contract with outside associations or with developers of areas outside the Properties to share usage of the recreational Common Facilities of this Association. Such contract shall set forth usage privileges and obligations and monetary payment for such privileges to the Association. All arrangements, fee schedules and contracts

will be on terms no more favorable to such users than made available to the Members, but otherwise will be developed and approved at the total discretion of the Board of Directors of the Association.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Platted Property, conveyed to it by the Declarant. All land conveyed to the Association as Common Properties shall be free of all liens and other similar encumbrances. Notwithstanding anything contained in this Declaration to the contrary, Declarant, and the Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to any public or quasi-public authority water lines, sanitary sewer systems, storm water facilities, streets and esplanades situated in the Common Properties and to terminate or modify these restrictive covenants with respect to such dedicated Property. Such dedication and acceptance thereof shall not prohibit the Association from maintaining the land and facilities located within dedicated areas, nor relieve the Owners of the obligation to participate in the payment of the cost of such maintenance.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this initial Declaration and any subsequent Supplemental Declarations. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lot (and improvements located thereon), and suspension of the right to vote, and the right to use the Common Properties and Facilities and to receive services contracted for through the Association. In addition, the Board shall have the power (but not the obligation) to seek relief in any court for violations or to abate unreasonable disturbance.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein necessary to effectuate any such right or privilege.

ARTICLE X

RESTRICTIONS OF USE

Section 1. Single Family Residence.

(a) All buildings, structures, and other improvements erected, altered, or placed in the Property shall be of new

construction, and each Lot (and all Property that is subject to The Declaration, whether or not subdivided, except Common Properties) shall be used only for the construction of Living Units (i.e., detached single-family residential structures), each for use only as a residence for a single family of individuals related by blood or marriage, or maintaining a common household as husband and wife, or by co-owners (excluding cooperative-type ownership if being used to avoid the intent of this restriction). No structure of a temporary character, trailer, mobile home, tent, shack, barn, or outbuilding shall be permanently or temporarily erected, maintained, or installed on any Lot at any time, except as may be approved by the Association, but in no event shall any such approved non-Living Unit structure be used as a residence, either temporarily or permanently. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes, or for any commercial use of a residential nature (e.g., as a boarding house, day-care facility, half-way house, nursing home, rehabilitation or therapy facility, etc.).

(b) Unless the New Construction Committee otherwise agrees in writing, the exterior finish or construction of a Living Unit shall be at least fifty one percent (51%) brick, stone, or other masonry on the first floor; in computing such percentages, roof areas shall be excluded, but garages, porches, and other structures constituting part of the Living Unit proper shall be included. All exterior wood products shall require the written approval of the New Construction Committee. No building shall be erected, altered or permitted to remain on any single Lot, other than one single-family residential dwelling and a private garage for not less than two (2) cars nor more than three (3) cars. No carports shall be permitted on any Lot within the Properties, except that porte cochere type structures that are attached and architecturally integrated into a Living Unit may be approved by the Committees on a case-by-case basis. The maximum allowable height of any residential structure shall not exceed two and one half (2 1/2) stories. For purposes hereof, any one-half (1/2) story of a house must be contained within the peaked roof line of a one or two story home, as the case may be.

Section 2. Reasonable Enjoyment. No nuisance shall ever be erected, placed, or suffered to remain upon any Lot in the Property and no Owner or Occupant of any Lot in the Property shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or Occupant. The Association's Board of Directors is hereby authorized to determine what constitutes a violation of this restriction.

Section 3. Animal Husbandry. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association's Board of Directors), snakes or livestock of any kind shall ever be kept in or upon any part of the Property except that dogs, cats or other common household pets may be kept by the Owner or Occupant of any Living Unit, provided they are not kept for any commercial purpose. Any allowable pet that is kept in a household must be confined to its Owner's Lot either by constraints of a backyard fence, a leash or within the Living Unit. No animal shall be permitted to run freely away from its Owner's Lot and must be controlled by a leash. All applicable leash and licensing laws in effect in Harris County, to the extent more restrictive than this provision, shall also apply to this animal husbandry provision and shall be complied with by all Owners and Occupants of Lots.

Section 4. Trash and Rubbish Removal. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or public or private streets. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

Section 5. Oil and Mining Operations. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Properties.

Section 6. Prohibited Use. Industrial use of the Properties is prohibited. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. No activity or use shall be permitted on or with respect to the Property which is determined by the Board to be obnoxious to or out of harmony with a distinctive residential community, including, but not limited to, any trailer houses and parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire, bankruptcy or auction sale or operation. No excavations shall be made and no sand, gravel or soil shall be removed from the Properties except in connection with a grading and/or building plan approved as provided by the New Construction Committee. No burning of rubbish or trash shall be permitted at

any time. No storage area shall be permitted between any building and the front Property line of such Property.

No activity, whether for profit or not, which is not related to single-family residential purposes, shall be carried on upon any Lot, except on those Lots which may be designated by Declarant for use as sales offices, construction offices, and storage facilities for a period of time commensurate with home construction and sales within the Property. Except for this temporary use of selected Lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done, on any portion of the Properties which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Septic Tanks. No privy, cesspool or septic tank shall be placed or maintained in the Property.

Section 8. Declarant's Rights During Development Period. During that period of time while any parcels of land, Lots or Living Units located within the Property are being developed and marketed (the "Development Period"), the Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Properties and land owned by the Declarant within the Property in connection with the promotion and marketing of land within the boundaries of the Properties. Without limiting the generality of the foregoing, Declarant may erect and maintain such signs, temporary buildings, model homes and other structures as Declarant may reasonably deem necessary or proper with the promotion, development, and marketing of land within the Property during the Development Period.

Section 8a. Community Center. Declarant reserves the right (but is not obligated) to construct a community center on a specific commercial land tract that will be designated for such use on the Plat for such Property, which tract will not be subject to the single-family residential restrictions of The Declaration. However, the Board of Directors has the authority to set policy and management standards for the facility to ensure that its commercially-related activities provide service benefit to the Owners of Lots within the boundaries of the Property, and at Declarant's or the Association's option, to other property owners.

Section 9. Builder Rights. During the Development Period, the Declarant shall have the right to allow any one or more approved homebuilders (a "Builder") the right to erect and maintain such signs, model homes, and other structures Declarant may reasonably deem necessary or proper in connection with such Builders' promotion, development, and marketing of Lots and residential improvements located within the Property. The approvals granted by the Declarant as described above are discretionary and may be revoked in the manner specified in an agreement between Declarant and the Builders or, if there is no agreement, a Build-

er shall be given at least ten (10) days' notice to comply with any revocation of approval by the Declarant.

Section 10. Storage of Boats, Trailers and Other Vehicles and Equipment. No boat, trailer, recreational vehicle, camping unit, bus, commercial use truck, or self-propelled or towable equipment or machinery of any sort or any item deemed offensive by Declarant or the Association shall be permitted to park on any Lot except in an enclosed structure or behind a solid fence, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon from and during the time of necessity therefor. This restriction shall not apply to automobiles or small non-commercial passenger trucks in good repair and attractive condition, provided that any such vehicles are parked on an improved driveway which has been approved by the New Construction Committee. Storage of approved vehicles on the driveway or street right-of-ways is defined as parking without movement for a period of forty eight (48) hours or more during a period of seven (7) consecutive days. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public.

No vehicle shall ever be permitted to park on a driveway at a point where the vehicle obstructs pedestrians from use of a sidewalk.

Section 11. Clothes Lines. No clothing or other materials shall be aired or dried within the boundaries of the Property except in an enclosed structure so as not to be visible to public view.

Section 12. Construction Work. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work on new construction of a Living Unit, shall be permitted only after 6:00 A.M. and before 8:00 P.M., and on modification or alteration work subsequent to original construction, only after 9:00 A.M. and before 6:00 P.M.

Section 13. Television and Radio Antennas and Satellite Dishes.

- (a) Without the prior written authorization of the New Construction Committee or the Modifications Committee, as the case may require, no television or radio antenna of any sort shall be placed, allowed or maintained outside a Living Unit or on the exterior of any permitted building or other improvement located on a Lot within the Property.
- (b) The New Construction Committee or Modifications Committee may authorize the installation of one (1) satellite dish on a Lot within the Property provided (without limitation) the size, style, color, placement, loca-

tion, height, screening and street visibility requirements as provided in the New Construction Committee Architectural Control Guidelines and Modifications Committee standards (as the case may be) are adhered to, or in the absence of any such guideline or standard such Committee approves same as being in architectural and aesthetic harmony with the balance of the Property. Under no circumstances shall a satellite dish be permitted (at any point in its rotation or angle) to be closer than ten (10) feet from a property line of any Lot, nor shall the diameter of any permitted dish exceed eight (8) feet in width. No satellite dish (at any point in its rotation or angle) shall exceed eight (8) feet in height on a vertical plane measured from the finished floor slab elevation at the rear of the main residential structure. The New Construction Committee and the Modifications Committee reserve the right to on-premises monitoring and inspection during installation to ensure compliance and to seek injunctive relief, if necessary, to ensure compliance with the applicable Restrictions, guidelines and standards.

Section 14. Electrical, Telephone and Other Utility Lines. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the New Construction Committee.

Section 15. House Numbers and Mail Boxes. House numbers, mail boxes and similar matter used in the Property must be harmonious with the overall character and aesthetics of the community and be continually maintained in an attractive manner. All mailboxes will be cluster type receptacles, provided by the U.S. Postal Service. The decision of the New Construction Committee that any such matter is not harmonious shall be final.

Section 16. Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to public view on any Lot except for one (1) sign on each Lot, which sign may not exceed six (6) square feet, for the purpose of advertising the Property for sale or rent, except signs used by Declarant, or its successors or assigns, for a period of time commensurate with its home construction/sales program. No sign shall be permitted that shall advertise that a Property has been or will be foreclosed. Declarant and the New Construction Committee shall have the right to remove any sign. Except as provided to the contrary herein, in no event shall the use of flags or banners be permitted in the promotion or sale of any Lot or Living Unit in the Property, except those owned by Declarant or a Builder. The New Construction Committee must approve any use of said items by Declarant or any Builder.

Section 17. Lot Maintenance. The Owner of each Lot shall maintain the same and adjacent street right-of-way, and the improvements, sod, trees, hedges, and plantings thereon, in a neat and attractive condition. Such maintenance shall include regular mowing, edging of turf areas, weeding of plant beds, fertilizing, weed control and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time. On front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, birdhouses, fountains or other decorative embellishments unless such specific item(s) have been approved in writing by the New Construction Committee or the Modifications Committee. The Association or Declarant shall have the right, after ten (10) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association or Declarant, provided at the end of such time such action has not already been taken by such Owner (i) to mow or edge the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association or Declarant, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining Property or is unattractive in appearance, (iv) to repair or stain/paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent Property, and (v) to do any and all things necessary or desirable in the opinion of the Association or Declarant to place such Property in a neat and attractive condition consistent with the intention of The Declaration. The person who is the Owner of such Property at the time such work is performed by the Association shall be personally obligated to reimburse the Association (or Declarant, as the case may be) for the cost of such work within ten (10) days after it is performed by the Association or Declarant, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the maximum rate allowable by law, and to pay attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same to the extent performed by the Association shall be secured by a lien on such Owner's Lot, subject to liens then existing thereon. Such lien shall be enforceable as any other Assessment lien as provided in The Declaration.

Declarant intends to establish, and the Association intends to maintain, a special appearance of Crescent Green Drive and the Lots adjoining such street, with special fencing requirements, landscaping requirements, and sidewalk construction, as Declarant, in its sole discretion elects to do, and same shall be established on a Neighborhood-by-Neighborhood basis in the Supplemental Declarations. All Owners acknowledge the importance of the appearance of Crescent Green Drive to the establishment and maintenance of the overall "theme" and "character" of the Properties, and all Owners of Lots adjoining the Crescent Green

Drive right-of-way agree to maintain all fences and trees on their Lots in the original style, location and condition as initially required and approved by the New Construction Committee, subject only to modifications from time to time approved in writing by the Modifications Committee.

Section 18. Removal of Dirt and Trees. The digging or removal of dirt from any land is expressly prohibited except as necessary in conjunction with the initial construction and subsequent landscaping or improvements. No trees shall be removed without the prior written approval of Declarant or New Construction Committee, as applicable, except to remove the dead or diseased trees, to provide room for permanent improvements, or to permit construction of drainage swales.

Section 19. Roof Ventilators or Projections. All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any public street. Declarant and the New Construction Committee may approve exceptions to this restriction when energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from view as described above.

No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one (1) or more chimneys and one (1) or more vent stacks without the written permission of the New Construction Committee.

Section 20. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Property.

Section 21. Driveways. The Owner of each Lot shall construct and maintain at his expense a driveway of not less than ten feet (10') in width (unless such minimum width has been increased in a particular Neighborhood by Supplemental Declaration) from his garage to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

The New Construction Committee reserves the right to restrict the location of any driveway on any Lot. Such restriction will be so stated in the Supplemental Restrictions recorded for any or all Neighborhoods within the Property.

Section 22. Sod. The Owner of each Lot, as a minimum, shall solid sod the front and side yards of his Lot with grass, and shall at all times maintain such grass in a neat, clean and attractive condition, periodically resodding damaged areas of the

lawn as they occur. The grass shall be of a type and within standards prescribed by the New Construction Committee in the Plans.

Section 23. Trees. Prior to the occupancy of the Living Unit on each Lot, and on or before the time each Lot is planted with grass or shrubbery, the Owner of each Lot shall plant live trees of a number and size specified on a Neighborhood-by-Neighborhood basis in the Supplemental Declarations. Such trees shall be of a type and in a location approved by the New Construction Committee on a Lot-by-Lot basis. If pine trees are planted, group planting may be required. This requirement (as supplemented by specific restrictions contained in Supplemental Declarations for the Neighborhoods) includes each Lot or partial Lot upon which no dwelling or structure is erected but which is conveyed at any time to the Owner of an adjoining Lot upon which a Living Unit or other permitted structure has been erected. Trees which are planted in satisfaction of the requirements of this paragraph and which tree or trees subsequently die or are uprooted for any reason, must be replaced within thirty (30) days. Enforcement of this paragraph may be in accordance with the provisions of Section 17 hereinabove.

Section 24. Outbuildings. No treehouse or children's playhouse shall be permitted on any Lot in the Property without prior written approval of the New Construction Committee or the Modifications Committee, as the case may require. Outbuildings or other structures, temporary or permanent, other than the main residence or garage shall be limited to eight feet (8') in height and shall be subject to approval by the New Construction Committee. Temporary structures may be used as building offices and other related purposes by Declarant or a Builder. Any other type of permitted outbuilding must be in keeping with the overall character and aesthetics of the Living Unit located on the Lot, provided that metal storage sheds may be permitted in styles and locations approved in the discretion of the New Construction Committee or the Modifications Committee, as the case may require. The New Construction Committee or the Modifications Committee shall be entitled to review and approve or disapprove, without limitation, all outbuildings, playstructures (including basketball backboards and hoops), and storage structures. Any such outbuilding will be required to be constructed with material and design that is determined by the New Construction Committee or Modifications Committee to be architecturally and aesthetically compatible with the design of the Living Unit thereon and other structures in the Neighborhood or nearby Property. All playground and recreational equipment pertaining to a Lot must be placed at the rear of such Lot. No basketball hoop and/or backboard shall be installed closer to the front or side Lot lines facing on any adjacent street than the applicable building set-back line along such street. No outbuilding or play structure will be permitted to (a) be placed on an easement; or (b) be located nearer to a Lot boundary than the applicable building set-back established by Plat or Supplemental Declaration. The

New Construction Committee is hereby authorized to determine what constitutes a violation of this restriction.

Section 25. Lot Drainage. All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

(a) Any such water shall drain or flow from the rear Lot line to the front Lot line into adjacent streets and shall not be allowed to drain or flow upon adjoining Lots or Common Properties unless an easement for such purpose is granted. The Owner shall provide drains or swales to effect such drainage upon construction of the dwelling unit of the Lot.

(b) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining Property.

(c) No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

Section 26. Building Height; Minimum Square Footage. No building or Living Unit in the Property shall exceed two and one-half (2-1/2) stories in height. Furnished attics and/or basements shall not be considered for the purposes of this Section 26 to be separate stories. No Living Unit shall contain less than the minimum per square foot living area provided for in the relevant Supplemental Declaration for such area, unless the New Construction Committee agrees to the contrary in writing. All computations of living area shall be exclusive of attics, basements, open or screened porches, terraces, patios, driveways, and garages. Measurements shall be to the face of the outside walls of the living area.

Section 27. Building Requirements. As to each Lot in the Property, the following building requirements shall apply unless the New Construction Committee agrees to the contrary in writing, to-wit:

(a) No building (i) shall be placed or built on any Lot nearer to the front Lot line or nearer to a side Lot line than the building lines therefor shown on the relevant subdivision Plat, or (ii) shall encroach on any easement shown on the relevant subdivision Plat unless (A) approved in writing by the New Construction Committee as having resulted from setting or shifting of improvements, and (B) permitted by applicable law and governmental authorities having jurisdiction.

(b) Before the Living Unit constructed on the Lot is completed, the Owner shall construct an improved walkway of a size, nature, type and configuration to be approved by the New Construction Committee.

(c) Each Living Unit located on a corner Lot shall face the public street having the lesser frontage, unless otherwise approved by the New Construction Committee or otherwise provided in an applicable Supplemental Declaration.

(d) Orientation of each garage entrance to the public street on which the Living Unit fronts, and other aspects of garage location, type, configuration and construction materials shall be as approved by the New Construction Committee or in any applicable Supplemental Declarations filed (now or hereafter) in the Real Property Records of Harris County, Texas, with respect to the particular Lot or Neighborhood in question.

Section 28. Walls and Fences. No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street, except in special circumstances necessitated by the geography and platting of a particular Neighborhood, and specifically permitted by the Supplemental Declaration(s) affecting such Neighborhood. No fence or wall shall be more than eight (8) feet in height, unless otherwise permitted in a Supplemental Declaration or unless approved for such Lots in writing by the New Construction Committee or Modification Committee, as the case may be, in their sole judgment and discretion. No chain link fence type construction will be permitted on any Lot except, however, Declarant is exempt from this prohibition as long as it owns portions of the Property. Any wall or fence erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall or fence thereafter. Approval of the New Construction Committee shall be obtained prior to the erection of any wall or fence on any Lot.

All walls and fencing shall be made of wood, ornamental metal or brick except as set forth herein or in any applicable Supplemental Declaration filed by Declarant, or as otherwise permitted in the discretion of the New Construction Committee or Modifications Committee, as the case may be. The use of chain link fencing is prohibited on all Lots, except for tennis courts and other special applications, and then only with prior written permission from the New Construction Committee or Modifications Committee, as the case may be.

Specific Lots in the Property are subject to the requirement that uniform fencing be constructed and maintained as specified by the New Construction Committee along the building set-back lines of such Lots adjacent to the roads and/or landscape reserves which abut such Lots, such fencing to be more specifically addressed in the subsequent Supplemental Declaration for each particular Neighborhood, or in the New Construction Committee guidelines.

Section 29. Roofs. The roof of each Living Unit shall be covered with asphalt or composition type shingles of a weight and color approved by the New Construction Committee. The decision with regard to shingle weight and color shall rest exclusively with the New Construction Committee or the Modifications Committee, as the case may be, and their respective decisions regarding same shall be final and binding. Any other type roofing material may be permitted only at the sole discretion of the New Construction Committee, upon written request. All roof stacks and flashings must be painted to match the approved roof color.

Section 30. Garages. The Supplemental Declaration to be filed of record for each specific Neighborhood shall further restrict certain Lots in regards to garage access from certain streets within the Property and other matters relative to garage construction materials, styles and construction standards.

ARTICLE XI
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation Without Approval of Membership.

(a) As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant, its successors or assigns, shall have the unilateral right, privilege, and option, from time to time at any time until twenty (20) years from the date this initial Declaration is recorded in the Office of the County Clerk of Harris County, Texas, to annex and subject to the provisions of The Declaration and the jurisdiction of the Association all or any portion of the four tracts of real property containing approximately 316.029 acres, 137.9353 acres, 11.5090 acres, and 34.9618 acres, respectively, and more particularly described in Exhibits "A-1," "A-2," "A-3," and "A-4," respectively attached hereto and by reference made a part hereof (collectively, the "Annexable Land"), whether in fee simple or leasehold, by filing in the Harris County Real Property Records a Supplemental Declaration annexing such property as more fully described below. Such Supplemental Declaration shall not require the vote of Members of the Association or approval by the Association or any person. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Harris County Real Property Records, unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other person its right, privilege, and option to annex herein portions of the Annexable Land and/or additional Property, provided that such transferee or assignee shall be the developer of at least a portion of the Annexable Land and shall be expressly designated by Declarant in writing to be successor to all or any part of Declarant's rights hereunder.

Any such annexation or addition shall be accomplished by the execution and filing for record by Declarant (or the other Owner of the Property being added or annexed, to the extent such Owner has received a written assignment from Declarant of the right to annex), of an instrument to be called "SUPPLEMENTAL DECLARATION." Each Supplemental Declaration of annexation must set out and provide for the following:

- (i) the name of the Owner of the Property being added or annexed who shall be called the "Declarant" for purposes of that Supplemental Declaration;
- (ii) the legally sufficient perimeter (or recorded subdivision) description of the Property being added or annexed, separately describing all portions of the annexed Property that are dedicated and/or conveyed to the public or any governmental or quasi-governmental authority for street right-of-way or utility facility purposes, those portions that are to comprise Lots for construction of Living Units and related improvements and those portions that comprise Common Property (those being the only three permitted uses for annexed Property);
- (iii) a mutual grant and reservation of rights and easements of the Owners in and to the existing and annexed Common Property and Facilities;
- (iv) that the Property is being added or annexed in accordance with and subject to the provisions of this initial Declaration, as theretofore amended, and that the Property being annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration as theretofore and thereafter amended;
- (v) that all of the provisions of this Declaration, as theretofore amended, shall apply to the Property being added or annexed with the same force and effect as if said Property were originally included in this Declaration as part of the Initial Property; and
- (vi) that a vendor's lien is therein reserved in favor of the Association, in the same manner as herein provided, to secure collection of the Assessments provided for,

authorized or contemplated herein or in the Supplemental Declaration of annexation.

Each such "Supplemental Declaration" may contain other provisions not inconsistent with the provisions of The Declaration, as amended.

(b) Declarant has already granted to Barker Venture, Ltd., a Texas limited partnership ("Barker"), its successors and successors in title to the Annexed Land (if expressly assigned such rights), the unilateral right, privilege and option from time to time to annex all or any portion or portions of the 316.029-acre tract owned by it out of the Annexable Land, and described on Exhibit "A-1" hereto (but not other portions of the Annexable Land, whether or not owned by it) into The Declaration under certain circumstances pursuant to a certain Cooperation Agreement dated as of November 3, 1989, between Barker and Declarant. However, it is expressly stipulated that Barker has not been assigned any rights of Declarant as "Declarant" hereunder, but rather has been given only the right to annex certain portions of the Annexable Land described on Exhibit "A-1" hereto under certain conditions more particularly set forth in the Cooperation Agreement. Annexation of Exhibit "A-1" Annexable Land by Barker, its successors or title successors (as aforesaid) pursuant to the Cooperation Agreement shall not require the vote of the Members of the Association or approval by the Association or any person. Contemporaneously with any annexation of Exhibit "A-1" Annexable Land by Barker, Barker shall provide the Association with a copy of the recorded Supplemental Declaration(s) annexing such land, shall (to the extent then possible) provide the Association with a proposed schedule for the development thereof, and shall continuously update the Association with changes in Barker's proposed development schedule. All Supplemental Declarations, if any, filed by Barker shall comply with the requirements of the immediately preceding paragraph [(i) through (vi) inclusive] hereof; provided, however, that Supplemental Declarations imposed by Barker may impose restrictions that are more restrictive than existing restrictions herein, that require a higher quality of materials, or that are in addition to the restrictions herein to the extent not addressed in this initial Declaration (as theretofore amended). It is the intention hereof that no Supplemental Declaration filed by Barker shall reduce or modify any restrictions below the level specified in The Declaration but Barker may be more restrictive or require larger lots, larger Living Units or a higher quality of construction.

Contemporaneously with the recordation of the first Plat by Barker with respect to land annexed herein by Barker, Barker shall be obligated to designate all Common Properties (if any) to be located within the entirety of the annexed land, shall plat and legally subdivide those areas as Common Prop-

erties, and shall convey all such Common Properties by general warranty deed to the Association. The Association shall have no obligation by reason of accepting such conveyance to construct any Common Facilities or other improvements of any kind thereon. To the extent that Barker has already constructed improvements on the Common Properties prior to conveyance thereof to the Association, Barker shall be and remain liable and responsible to the Association for the correction and repair of any design or construction defects therein, and the cost of remedying any non-compliance thereof with applicable laws or regulation. No improvement shall be constructed by Barker on any land that Barker designates as Common Properties and conveys to the Association unless and until detailed construction plans and specifications therefor have been approved in writing by the Association. All areas of the annexed land not so platted, designated and conveyed to the Association, or dedicated and/or conveyed to the public or governmental or quasi-governmental authorities for street or utility purposes, shall be conclusively deemed reserved and restricted to use as Lots for the construction of Living Units.

Upon any annexation of Annexable Land by Barker, no portion of Property so annexed nor any Owner thereof shall be entitled to voting rights in the Association or to the common use of the Common Properties and Common Facilities until (i) such portion becomes a legally subdivided single-family residential "Lot" or "Building Plot" as defined herein, and (ii) such Lot or Building Plot has become an "Assessable Tract" as herein defined, at which time such Assessable Tracts within the annexed Property shall be entitled to vote as Class "A" Members of the Association. No Annexable Land annexed by Barker shall be subject to the Base Annual or Neighborhood Assessments provided for herein unless and until such land becomes one or more Assessable Tracts as herein defined. However, immediately upon annexation of land by Barker the annexed land and the Owner(s) thereof, together with and to the same extent as the Owners of all other Assessable Tracts subject to The Declaration, shall be subject to the Association's levy of and be obligated to pay Special Assessments based on the area of land annexed and the average per square foot Special Assessment based on the total square footage of all Property other than Declarant-owned or Association-owned Property. Barker has no right to annex land into this Declaration and entitle "Owners" in such annexed land to common use of the Common Properties theretofore subject hereto unless such annexed land is subject to the exclusive jurisdiction of the Association, the New Construction Committee and Modifications Committee created or contemplated herein, and to the Assessments provided for herein or levied by the Association, and Barker shall not be entitled to have such annexed land be governed by a new association, corporation or group separate from the Association.

At such time as any "Supplemental Declaration" (of annexation) is filed for record as hereinabove provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this initial Declaration (as theretofore amended), and to the jurisdiction of the Association, in the same manner and with the same force and effect as if such annexed Property had been originally included in this initial Declaration as part of the Initial Property.

After additions or annexations are made, all Assessments collected by the Association from the Owners in the annexed areas shall be commingled with the Assessments collected from all other Owners so that there shall be a common maintenance fund for the Properties. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, or Barker, are under any obligation to add or annex additional Property to this residential development.

Section 2. Annexation With Approval of Membership. Subject to the written consent of the owner thereof, upon the written consent by affirmative vote of two-thirds (2/3) of the total number of votes of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex or permit the annexation of real property other than the Annexable Land to the provisions of The Declaration and the jurisdiction of the Association by filing, or having the party owning such property file, a Supplemental Declaration in respect to the Property being annexed in the Harris County Real Property Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon recording in the Harris County Real Property Records unless otherwise provided therein. The timing of and manner in which notice of any such meeting of the Members of the Association, called for the purpose of determining whether additional Property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

Section 3. Annexation of Adjacent Land Owned by Trendmaker, Inc. Trendmaker, Inc., a Texas corporation ("Trendmaker") is the current owner of that certain tract of land which contains approximately 12.5069 acres located to the south of (but not contiguous with) the Annexable Land, which tract is more fully described on Exhibit "B" attached hereto and by reference made a part hereof (hereafter referred to as the "Green Trails Village Land"). Trendmaker may, but is not obligated to, subdivide and plat the Green Trails Village Land into any configuration or any number of lots as it elects in its sole discretion. Trendmaker currently anticipates subdivision and platting of the Green Trails Village Land into a forty-five(45) lot residential subdivision to be named "Green Trails Village, Section Two."

Declarant, with the consent and joinder of Trendmaker, shall have the unilateral right, privilege and option (but shall not be obligated), from time to time to annex and subject to the provisions of The Declaration and the jurisdiction of the Association, all or any portion of the Green Trails Village Land, by filing a Supplemental Declaration to that effect in the Harris County Real Property Records. Such Supplemental Declaration annexing the Green Trails Village Land or any part thereof shall not require the vote of Members of the Association or approval by the Association or any person. No such annexation shall be effective until the Supplemental Declaration (i) has been filed in the Harris County Real Property Records, and (ii) a copy of such recorded Supplemental Declaration has been delivered to the Association.

Any such annexation or addition shall be accomplished by the execution and filing of a Supplemental Declaration conforming to the requirements of the immediately preceding paragraph hereof and paragraph 3 of Section 1 (a) of Article XI of this Declaration. In addition, Declarant hereby acknowledges that because the Green Trails Village Land is not contiguous to the Annexable Land or the Initial Property, the Owners and Occupants of Lots in the Green Trails Village Land will be, as a practical matter, unable to fully use and enjoy the Common Properties and Common Facilities. Therefore, it is stipulated and agreed that the Base Annual Assessment and any Special Assessments will be levied upon the Lots in the Green Trails Village Land (only if and when annexed pursuant hereto) at the rate of eighty-five percent (85%) of the level fixed for Lots in other areas of the Property. Notwithstanding the foregoing, however, it is expressly stipulated that no Assessments shall be due with respect to any Assessable Tracts in Green Trails Village Land annexed herein (if any), notwithstanding that they may be "Assessable Tracts" at an earlier time, until the calendar year during which the earlier of the following two events occurs (i) sale of such Lot by Trendmaker to a Builder or other Owner, or (ii) commencement of construction of a Living Unit on such Lot by Trendmaker. The Owner of each Lot in annexed portions of Green Trails Village Land shall, for the calendar year during which such Lot becomes "assessable" as hereinabove provided, be liable only for a pro rata portion of the Base Annual Assessment due for that year, based on the portion of said year remaining after sale or commencement of construction, as the case may be. The "assessability" determination set forth above shall be made on a Lot-by-Lot basis, and the sale or commencement of construction of a Living Unit on one Lot shall not cause any other Lots to become subject to Assessments unless and until such other Lots independently meet the conditions set forth in the second preceding sentence hereof. Subsequent to annexation, no change shall be made to this Section 3 of this Article XI without the prior written consent of (i) at least seventy-four percent (74%) of the Lot Owners in such portions of the Green Trails Village Land as have been annexed herein, and (ii) Trendmaker, for so long as Trendmaker owns any of the Green Trails

Village Land. Trendmaker is an intended third-party beneficiary hereof.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The terms and provisions of this Declaration shall run with and bind the land included in the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. The Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by The Declaration, and failure of Declarant, the Association, or any Owner to enforce any term or provision of The Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 2. Incorporation. The terms and provisions of The Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying all or any part of the land in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained shall be subjected to the terms and provisions of The Declaration.

Section 3. Covenants Running With Title. The covenants and restrictions of The Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to The Declaration, their respective legal representatives, heirs, successors and assigns.

Section 4. Amendments. The Declaration may be amended in whole or in part by any instrument executed by the President of the Association when approved by Members entitled to cast not less than seventy-four percent (74%) of the aggregate of the votes of all Members of the Association, regardless of whether such Members are or are not present at a meeting of the Members called for that purpose. Following any such amendment, every reference herein to The Declaration shall be held and construed to be a reference to The Declaration as so amended. All amendments shall be recorded in the Real Property Records of Harris County, Texas. Nothing herein or in any Supplemental Declaration shall permit or be construed to permit the Owners of Lots within a given Neighborhood or a portion of the Property annexed by Supplemental Declaration to alone decide to de-annex all or any part of such Neighborhood or annexed Property from The Declaration or the jurisdiction of the Association, or to amend any particular restriction, requirement or provision herein, except upon a vote of seventy-four percent (74%) of all of the Members in the entire Association, including (but not requiring any

particular percentage vote of) those Owners who were Members of the Association prior to the annexation of the Neighborhood or annexed area in question. No such group of Owners or Members shall have such right to secede from the Association or amend such restrictions except on an Association-wide vote as above contemplated.

Section 5. Amendments by Declarant.

(a) Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend The Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by The Declaration, and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagee or the rights of Barker under Article XI Section 3 hereof.

(b) Particularly reserved to Declarant is the right and privilege of Declarant to designate, by Supplemental Declaration, additional and/or more specific restrictions applicable to any portion of the Properties within The Declaration so long as Declarant owns at least ninety percent (90%) of the number of Lots within the portion(s) of the Property to be so affected. Such additional restriction may be done by Declarant without the consent or joinder of the other ten percent (10%) of Lot owners in such affected area. No such designation of additional or more specific requirements or restrictions, or subsequent change of requirements or restrictions, as provided for herein, shall be deemed to adversely affect any substantial right of any existing Owner.

Section 6. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member or Members will not become burdensome to nor constitute harassment of the Association. The Declaration and the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section. 7. Indemnification and Hold Harmless.

(a) By the Association. The Association shall indemnify every officer and director against any and all expenses, including fees of legal counsel, reasonably incurred by or imposed upon any officer or director in connection with

any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reasons of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

(b) By an Owner. Each Owner shall be liable to the Association for any damage to the Common Properties and/or Facilities of any type or to any equipment thereon which may be sustained by reason of the negligence of said Owner, his tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Further, it is specifically understood that neither the Declarant, the Association, the Board of Directors, or any Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of the recreational facilities or other Common Properties or Facilities within the Properties. Every Owner does hereby agree to defend, indemnify and hold harmless the Declarant, the Association, the Board of Directors and other Owners from and against any such claim or damage as referenced in the immediately preceding sentence hereof, including, without limitation, legal fees and court costs.

Section 8. Rights of Mortgagees and Lienholders. No violations of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee or lienholder under any mortgages or deed of trust, or the rights of any assignee of any mortgagee or lienholder under any such mortgage or deed of trust.

Section 9. Right to Subdivide or Resubdivide. Prior to the time Declarant parts with title thereto, Declarant shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded Plat or in any other lawful manner, all or any part of the land included within the Property.

Section 10. Building Sites. With the written approval of the New Construction Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other-Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements, limited to the improvements permitted in The Declaration or subsequent Supplemental Declarations, may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the New Construction Committee, shall thereafter be a Lot for all purposes of this Declaration, except that all future assessments payable by the Owner of a building site comprised of several Lots combined into one building site in accordance with this Section 10 will be based upon one Assessment for each of the originally Platted Lots so combined.

Section 11. No Obligation as to Adjacent Property. The Property is a part of a larger tract or block of land owned by or under contract to Declarant. While Declarant may subdivide other portions of its property now or hereafter acquired, or may subject the same to a declaration similar to or dissimilar from this Declaration, Declarant shall have no obligation to do so, and if Declarant elects to do so, any subdivision plat or declaration executed by Declarant with respect to any of its other property may be the same as or as similar to or dissimilar from any subdivision Plat, The Declaration or Supplemental Declaration covering the Property, or any part thereof, as Declarant may desire and determine in its sole and exclusive discretion. Some of the tracts shown as "Acreage" on the Initial Property Plats are or may be a part of the other property of Declarant referred to in this Section 11.

Section 12. Renting or Leasing. Improvements on Lots may be rented or leased only by written leases and subject to the following restrictions:

All tenants shall be subject to the terms and conditions of The Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause his lessee, Occupant, or persons living with such Owner to comply with The Declaration, By-Laws, and the rules and regulations promulgated thereunder, and is responsible for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such Occupants of the Living Unit are fully liable

for any violation of the documents and regulations; failure to comply shall, at the Board's option, be considered a default under the Occupant's lease.

In the event that a lessee, Occupant or person living with the lessee violates a provision of The Declaration, By-Laws or rules and regulations adopted pursuant to thereto, the Board shall have the power to bring an action or suit against the lessee or other Occupant and/or Owner (in the Association's sole discretion) to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Board of Directors shall also have the power to impose reasonable fines upon the lessee, other Occupant and/or the Owner for any violation by the lessee, Occupant, or person living with the lessee of any duty imposed under The Declaration, the Association By-Laws, or rules and regulations adopted pursuant thereto, and to suspend the right of the Owner, lessee, Occupant or person living with the lessee to use the Common Properties and Facilities. The Board shall have authority and standing to enforce any lease restrictions contained in or promulgated in accordance with any recorded instrument causing any part of the Property to become subject to The Declaration and/or any Supplemental Declaration.

Section 13. Notice. Any notice required or desired to be given under The Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for, or (ii) three (3) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, if to an Owner, to the Owner's last known address as shown on the records of the Association at the time of such mailing or, if to the Association, to its President, Secretary or registered agent. The initial address for the Association and Declarant shall be:

ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC.
333 Cypress Run, Suite 300,
Houston, Texas 77094

And such address for the Association and Declarant shall be effective unless and until a supplement to this Declaration shall be made and filed in the Real Property Records of Harris County, Texas, specifying a different address for the party filing such supplement (in which event such address specified in such supplement shall be the address, for the purposes of this Section 13, for the addressee named in such supplement).

Section 14. Enforcement. The covenants, conditions, restrictions, easements, uses, privileges, Assessments and liens of The Declaration shall run with the land and be binding upon and

inure to the benefit of Declarant, the Association and each Owner of the Properties or any part thereof, their respective heirs, legal representatives, successors and assigns. The enforcement of the provisions of The Declaration shall be vested in the Association. In the event the Association fails or refuses to enforce a provision of The Declaration for a period of thirty (30) days after written notice from Declarant or any Owner, as the case may be, Declarant or any Owner shall have the right, but not the obligation, to enforce such provisions. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach The Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of The Declaration by an Owner relating to the use or maintenance of any portion of the Properties or part thereof is hereby declared to be and constitute a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of The Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. All remedies provided under The Declaration, including those at law or in equity, shall be cumulative and not exclusive. No party having the right to enforce The Declaration shall be liable for failure to enforce The Declaration.

Section 15. Good Faith Lender's Clause. No violation of The Declaration shall affect any lien or deed of trust of record upon any Property subject to Assessment or any part of the Property, when held in good faith. These liens may be enforced in due course, subject to the provisions of The Declaration.

Section 16. Mergers. If the Association shall merge or consolidate with another association as provided in the articles of incorporation, then the Association's properties, assets, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights, and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer any restrictions, together with any declarations of covenants, conditions, and restrictions governing these and any other properties, under one administration. No merger or consolidation shall cause any revocation, change, or addition to this Declaration.

Section 17. Conflict with Deeds of Conveyance; Declarant's Rights. If any part of The Declaration shall be in conflict with any term of a previously recorded deed of conveyance to any portion of the Property, the term of the prior deed of conveyance shall govern, but only to the extent of such conflict. Where

rights are reserved to Declarant by the restrictions of this Declaration, Declarant reserves the right to modify such restrictions as necessary in subsequent deeds of conveyance, in which case the terms of the deeds of conveyance shall prevail.

Section 18. Duration. The Declaration shall remain in full force and effect for a term of thirty (30) years from the date The Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time The Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Members entitled to cast not less than seventy-four percent (74%) of the aggregate of the votes of both Classes of Membership has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date. No particular area or Neighborhood annexed herein by Supplemental Declaration, nor the Owners thereof, shall be entitled to elect not to renew the term hereof, as it pertains to such annexed Property, except upon a vote of the requisite percentage (set forth above) of all Members of the entire Association, including those Members owning Lots within and those owning Lots outside of the Neighborhood or annexed area that desires non-renewal.

Section 19. Severability. Invalidation of any term or provision of The Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 20. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all case be assumed as though in each case fully expressed.

Section 21. Titles. The titles of The Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in this Declaration.

Section 22. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association, and their respective successors and assigns.

11 IN WITNESS WHEREOF, this Declaration is executed this the day of JUNE, A.D., 1990.

DECLARANT:

GREEN TRAILS, LTD., a Texas limited partnership acting herein by and through its sole General Partner, TRENDMAKER, INC., a Texas corporation

By: W.E. Dalton Jr

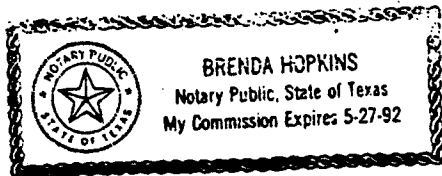
Name: W.E. DALTON JR

Title: EXEC VICE PRESIDENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, a Notary Public in and for said State, on this 11 day of June, 1990, by W.E. Dalton Jr, Executive V. President of TRENDMAKER INC., a Texas corporation, on behalf of said corporation as sole General Partner of GREEN TRAILS, LTD., a Texas limited partnership, on behalf of said partnership.

(AFFIX SEAL)



Brenda Hopkins
Notary Public in and for
The State of Texas

Notary's Printed Name

My Commission Expires: _____

Barker Venture, Ltd., a Texas limited partnership ("Barker Venture"), is the sole owner and holder of certain liens against the Initial Property described in the attached and foregoing Declaration of Covenants, Conditions and Restrictions for Green Trails, Phase II ("The Declaration") executed by Green Trails, Ltd., as Declarant, which liens (the "Liens") are comprised of (i) a vendor's lien reserved in that certain General Warranty Deed With Vendor's Lien dated March 6, 1990, executed by Barker Venture in favor of Declarant, filed for record under County Clerk's File No. M-541377 in the Real Property Records of Harris County, Texas, and (ii) a lien granted in that certain Deed of Trust dated March 6, 1990, executed by Declarant to Thomas W.

McBath, Trustee, filed for record under County Clerk's File No. M-541379 in the Real Property Records of Harris County, Texas, securing payment of a certain \$6,057,000.00 Maximum Funding Promissory Note of even date therewith payable to the order of Barker Venture. Barker Venture, by its execution hereof, hereby consents to and subordinates its Liens to The Declaration and all of the terms, covenants, conditions, restrictions, reservations, easements, charges, and (except as hereafter provided) liens contained or described therein, and agrees that (i) a foreclosure of its Liens will not terminate or entitle Barker Venture to terminate The Declaration, and (ii) any sale, conveyance or transfer of any part of the Initial Property at a foreclosure sale held pursuant to such Liens shall be subject to all terms, provisions, covenants, conditions, restrictions and (except as hereafter provided) liens contained therein. Notwithstanding the foregoing, however, to the extent that any "Assessments" (as defined in The Declaration) are imposed upon the Initial Property, Barker Venture expressly does not subordinate its Liens to the liens securing payment of such Assessments to the extent such Assessment liens relate to Assessments that have accrued prior to foreclosure of Baker Venture's Liens; provided, however, that no foreclosure of Barker Venture's Liens with respect to any part of the Initial Property that on the date of foreclosure is, or thereafter becomes, "Assessable Tracts" (as defined in The Declaration) shall relieve the purchaser thereof at foreclosure (or any subsequent "Owner" thereof) of responsibility to pay any such Assessments that may become due after such foreclosure, or from the Assessment liens provided under The Declaration for the enforcement of such subsequently accruing Assessments.

BARKER VENTURE: 19

BARKER VENTURE, LTD., a Texas
limited partnership 19

BY: 
Hugh R. Goodrich, Managing
General Partner 19

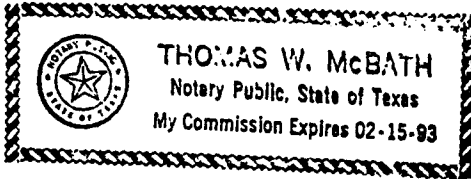
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, a Notary Public in and for said State, on this 8th day of AUGUST, 1990, by HUGH R. GOODRICH, Managing General Partner of BARKER VENTURE, LTD., a Texas limited partnership, on behalf of said limited partnership.

Thomas W. McBath

Notary Public in and for
The State of Texas

(AFFIX SEAL)



THOMAS W. MCBATH

Notary's Printed Name

My Commission Expires: 2/15/93

AFTER RECORDING, ~~RECORD TO:~~

~~Jonathan Peckham
Boyar, Norton & Blair
Five Post Oak Par, Fourth Floor
Houston, Texas 77027~~

Ret. Joel Marshall
Trendmaker, Inc.
333 Cypress Run. #300
Houston, TX 77094

Approximately 316.029 acres of land comprised of the following 381.6888 acre tract save and except the hereinafter described tracts containing 59.0256 acres and 6.6352 acres, respectively:

BEING A TRACT OR PARCEL CONTAINING 381.6888 ACRES OF LAND AND BEING PORTIONS OF THE H.T. & B.R.R. COMPANY SURVEY, ABSTRACT NUMBER 983, THE W.C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 1359, THE W.C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 1361, THE W.C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 897 AND THE H.T. & B.R.R. COMPANY SURVEY, ABSTRACT NUMBER 388, HARRIS COUNTY, TEXAS AND BEING ALL OF BARKER TRACT ONE, PORTIONS OF BARKER TRACT TWO AND BARKER TRACT THREE AS CONVEYED TO OWEDECO, LTD., IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBERS G178418 (1/4 INTEREST), G178419 (1/4 INTEREST) AND G178420 (1/2 INTEREST), AND ALL OF THAT CERTAIN 30.0000 ACRE TRACT CONVEYED TO OWEDECO, LTD., IN H.C.C.F. NUMBER G405260, SAID 381.6888 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF BAKER ROAD (50.00 FEET WIDE) AND THE SOUTHERLY R.O.W. LINE OF INTERSTATE HIGHWAY NUMBER 10 (WIDTH VARIES);

THENCE, SOUTH 02 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID WEST R.O.W. LINE OF BAKER ROAD, 1185.30 FEET TO THE "POINT OF BEGINNING" AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID WEST R.O.W. LINE OF BAKER ROAD, 5480.00 FEET TO A 1 INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF THAT CERTAIN 76.3545 ACRE TRACT CONVEYED TO FIRST SOUTH SAVINGS ASSOCIATION IN H.C.C.F. NUMBER K228556 FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID WEST R.O.W. LINE OF BAKER ROAD, SOUTH 87 DEGREES 53 MINUTES 12 SECONDS WEST, 1918.62 FEET ALONG THE NORTH LINE OF SAID 76.3545 ACRE TRACT TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF GREEN TRAILS, SECTION 3, A SUBDIVISION RECORDED IN VOLUME 315, PAGE 116 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.);

THENCE, WITH THE NORTH LINE OF SAID GREEN TRAILS, SECTION THREE, SOUTH 37 DEGREES 56 MINUTES 52 SECONDS WEST, 1412.89 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID GREEN TRAILS, SECTION THREE, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN 150.00 FOOT HARRIS COUNTY FLOOD CONTROL DISTRICT (H.C.F.C.D.) FEE STRIP AS RECORDED IN H.C.C.F. NUMBER G405261, AND ALSO BEING THE MOST SOUTHERLY CORNER OF THE AFOREMENTIONED 30.0000 ACRE TRACT;

THENCE, WITH THE LINE COMMON TO SAID 30.000 ACRE TRACT AND SAID 150.00 FOOT H.C.F.C.D. FEE STRIP, NORTH 43 DEGREES 33 MINUTES 07 SECONDS WEST, AT 230.25 FEET PASSING THE MOST NORTHERLY CORNER COMMON TO GREEN TRAILS, SECTION ONE, A SUBDIVISION OF RECORD IN VOLUME 303, PAGE 11 OF THE H.C.M.R. AND SAID 150.00 FOOT H.C.F.C.D. FEE STRIP, AND CONTINUING ALONG THE LINE

COMMON TO SAID GREEN TRAILS, SECTION ONE, AND SAID 30.000 ACRE TRACT, A TOTAL DISTANCE OF 2315.02 FEET TO A 5/8 INCH IRON ROD FOUND FOR AN ANGLE POINT IN SAID GREEN TRAILS, SECTION ONE, AND THE MOST WESTERLY CORNER OF SAID 30.0000 ACRE TRACT;

THENCE, WITH THE NORTH LINE OF SAID GREEN TRAILS, SECTION ONE, SOUTH 87 DEGREES 57 MINUTES 59 SECONDS WEST, 471.90 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING IN THE EAST R.O.W. LINE OF FRY ROAD (100.00 FEET WIDE);

THENCE, WITH THE EAST R.O.W. LINE OF SAID FRY ROAD, NORTH 01 DEGREES 59 MINUTES 15 SECONDS WEST, 1072.22 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN 2.479 ACRE TRACT CONVEYED TO THE BOARD OF AMERICAN MISSIONS OF THE LUTHERAN CHURCH IN AMERICA AND RECORDED UNDER H.C.C.F. NUMBER G930613 AND THE SOUTHEAST CORNER OF NOTTINGHAM COUNTY, SECTION ONE, A SUBDIVISION OF RECORD IN VOLUME 194, PAGE 135 OF THE H.C.M.R.;

THENCE, DEPARTING SAID EAST R.O.W. LINE OF FRY ROAD, NORTH 88 DEGREES 00 MINUTES 45 SECONDS EAST, 245.48 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 2.479 ACRE TRACT;

THENCE, NORTH 01 DEGREE 59 MINUTES 15 SECONDS WEST, 439.96 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 2.479 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 00 MINUTES 45 SECONDS WEST, 245.48 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 2.479 ACRE TRACT AND BEING IN THE AFOREMENTIONED EAST R.O.W. LINE OF FRY ROAD;

THENCE, WITH THE EAST R.O.W. LINE OF FRY ROAD, NORTH 01 DEGREE 59 MINUTES 15 SECONDS WEST, 115.00 FEET;

THENCE, DEPARTING SAID EAST R.O.W. LINE OF FRY ROAD, SOUTH 46 DEGREES 59 MINUTES 15 SECONDS EAST, 21.21 FEET;

THENCE, NORTH 88 DEGREES 00 MINUTES 45 SECONDS EAST, 485.70 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, 613.20 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET, A DELTA OF 18 DEGREES 01 MINUTE 02 SECONDS AND A CHORD BEARING NORTH 79 DEGREES 00 MINUTES 14 SECONDS EAST, 610.67 FEET;

THENCE, NORTH 69 DEGREES 59 MINUTES 43 SECONDS EAST, 921.45 FEET.

THENCE, SOUTH 01 DEGREE 59 MINUTES 36 SECONDS EAST, 1991.05 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN 130.7991 ACRE TRACT CONVEYED TO ALBERT PREVOT AND RECORDED IN H.C.C.F. NUMBER H604735, SAME BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEGREES 51 MINUTES 13 SECONDS EAST, 1699.48 FEET TO A 1½ INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID 180.7991 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEGREES 01 MINUTE 51 SECONDS WEST, 3720.00 FEET;

THENCE, NORTH 87 DEGREES 58 MINUTES 09 SECONDS EAST, 220.00 FEET;

THENCE, NORTH 78 DEGREES 40 MINUTES 06 SECONDS EAST, 131.03 FEET;

THENCE, NORTH 67 DEGREES 44 MINUTES 18 SECONDS EAST, 262.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS NORTH 72 DEGREES 41 MINUTES 34 SECONDS EAST;

THENCE, 191.87 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET, A DELTA OF 05 DEGREES 38 MINUTES 15 SECONDS AND A CHORD BEARING SOUTH 20 DEGREES 07 MINUTES 33 SECONDS EAST, 191.79 FEET;

THENCE, NORTH 67 DEGREES 28 MINUTES 02 SECONDS EAST, 185.82 FEET;

THENCE, NORTH 78 DEGREES 56 MINUTES 49 SECONDS EAST, 204.27 FEET;

THENCE, NORTH 87 DEGREES 59 MINUTES 37 SECONDS EAST, 630.00 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 381.6888 ACRES OF LAND (ALL BEARINGS BASED ON A BOUNDARY SURVEY OF 565.5125 ACRES, THE GOODRICH TRACT, BY TERRA ASSOCIATES, INC.)

SAVE AND EXCEPT the following 59.0256-acre tract and the 6.6352-acre tract, respectively:

METES AND BOUNDS DESCRIPTION
59.0256 ACRES
W.C.R.R. CO. SURVEY, A-1361
H.T. & B. R.R. CO. SURVEY, A-983
H.T. & B.R.R. CO., A-388
HARRIS COUNTY, TEXAS
VMK NO. 1132-89R-1

ALL THAT CERTAIN 59.0256 ACRE TRACT OF LAND LOCATED IN THE W.C.R.R. COMPANY SURVEY ABSTRACT 1361, THE H.T. & B.R.R. COMPANY SURVEY, ABSTRACT 983 AND THE H.T. & B.R.R. COMPANY SURVEY ABSTRACT 388 ALL OF HARRIS COUNTY, TEXAS AND ALSO BEING A PORTION OF TRACTS 65 AND 70 OF MEADOWBROOK FARMS SUBDIVISION AS RECORDED IN VOLUME 1 PAGE 6 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, SAID 59.0256 ACRE TRACT ALSO BEING A PORTION OF A 565.5125 ACRE TRACT OF LAND RECORDED IN THE NAME OF BARKER VENTURES, LTD. IN HARRIS COUNTY CLERKS FILE (H.C.C.F.) NUMBER M480110, SAID 59.0256 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF A 2.479 ACRE TRACT OF LAND RECORDED IN THE NAME OF THE BOARD OF AMERICAN MISSIONS OF THE LUTHERAN CHURCH OF AMERICA IN H.C.C.F. NO. G930613, SAID 5/8 INCH IRON ROD ALSO BEING IN THE EAST RIGHT-OF-WAY OF FRY ROAD (100 FEET WIDE) AND THE WEST LINE OF SAID 349.2 ACRE TRACT;

THENCE, WITH THE SOUTH LINE OF SAID 2.479 ACRE TRACT NORTH 88 DEGREES 00 MINUTES 55 SECONDS EAST, A DISTANCE OF 245.37 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST-CORNER OF SAID 2.479 ACRE TRACT;

THENCE, WITH THE EAST LINE OF SAID 2.479 ACRE TRACT NORTH 01 DEGREE 57 MINUTES 01 SECOND WEST, A DISTANCE OF 439.95 FEET TO A 3/4 INCH IRON ROD SET AT THE NORTHEAST CORNER OF SAID 2.479 ACRE TRACT;

THENCE, NORTH 88 DEGREES 01 MINUTE 56 SECONDS EAST, A DISTANCE OF 78.77 FEET TO A 3/4 INCH IRON ROD SET IN THE SOUTHWESTERLY LINE OF A 40-FOOT WIDE PIPELINE EASEMENT GRANTED TO UNITED GAS PIPELINE COMPANY BY CAUSE NUMBER 345,263 OF THE CIVIL COURT RECORDS OF HARRIS COUNTY, TEXAS;

THENCE, WITH SAID SOUTHWESTERLY EASEMENT LINE SOUTH 56 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 755.58 FEET TO A 3/4 INCH IRON ROD SET;

THENCE, CROSSING SAID 40-FOOT WIDE EASEMENT, NORTH 33 DEGREES 14 MINUTES 05 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A 3/4 INCH IRON ROD SET IN THE NORTHEASTERLY LINE OF SAID EASEMENT;

THENCE, WITH THE NORTHEASTERLY LINE OF SAID EASEMENT, SOUTH 56 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 3/4 INCH IRON ROD SET;

THENCE, CROSSING SAID EASEMENT, SOUTH 33 DEGREES 14 MINUTES 05 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A 3/4 INCH IRON ROD SET;

THENCE, WITH SAID SOUTHWESTERLY EASEMENT LINE SOUTH 56 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 1088.51 FEET TO A 3/4 INCH IRON ROD SET;

THENCE, LEAVING SAID EASEMENT LINE, SOUTH 01 DEGREE 58 MINUTES 16 SECONDS EAST, A DISTANCE OF 572.90 FEET TO A 3/4 INCH IRON ROD SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE, 217.57 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 257.50 FEET, A CENTRAL ANGLE OF 48 DEGREES 24 MINUTES 36 SECONDS AND A CHORD THAT BEARS SOUTH 22 DEGREES 14 MINUTES 02 SECONDS WEST, A DISTANCE OF 211.15 FEET TO A 3/4 INCH IRON ROD SET;

THENCE, SOUTH 46 DEGREES 26 MINUTES 20 SECONDS WEST, A DISTANCE OF 755.31 FEET TO A 3/4 INCH IRON ROD SET IN THE NORTHEASTERLY LINE OF GREEN TRAILS SECTION 1, A SUBDIVISION RECORDED IN VOLUME 303 PAGE 11 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS;

THENCE, WITH THE NORTHEASTERLY LINE OF SAID GREEN TRAILS SECTION 1, NORTH 43 DEGREES 33 MINUTES 40 SECONDS WEST, A DISTANCE OF 1140.12 FEET TO A 5/8 INCH IRON ROD FOUND;

THENCE, WITH THE NORTH LINE OF SAID GREEN TRAILS SECTION 1, SOUTH 87 DEGREES 59 MINUTES 17 SECONDS WEST, A DISTANCE OF 471.90 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID GREEN TRAILS SECTION 1, SAID IRON ROD BEING IN THE EAST R.O.W. OF AFORESAID FRY ROAD (100 FEET WIDE);

THENCE, WITH THE EAST R.O.W. LINE OF SAID FRY ROAD NORTH 01 DEGREE 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 1072.22 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 59.0256 ACRES OF LAND.

185-61-0390

METES AND BOUNDS DESCRIPTION

6.6352 ACRES
H.T. & B.R.R. CO. SURVEY, A-388
HARRIS COUNTY, TEXAS
VMK NO. 1141-90

ALL THAT CERTAIN 6.6352 ACRE TRACT OF LAND LOCATED IN THE H.T. & B.R.R. COMPANY SURVEY, ABSTRACT 388 OF HARRIS COUNTY, TEXAS AND ALSO BEING A PORTION OF TRACTS 62 AND 65 OF MEADOWBROOK FARMS SUBDIVISION AS RECORDED IN VOLUME 1 PAGE 6 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, SAID 6.6352 ACRE TRACT ALSO BEING A PORTION OF A 565.5125 ACRE TRACT OF LAND RECORDED IN THE NAME OF BARKER VENTURE, LTD. IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER M480110, SAID 6.6352 TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A 3/4 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 565.5125 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF GREEN TRAILS SECTION 1, A SUBDIVISION RECORDED IN VOLUME 303 PAGE 11 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, (H.C.M.R.), SAID IRON ROD ALSO BEING IN THE EAST RIGHT-OF-WAY LINE OF FRY ROAD (100-FOOT WIDE);

THENCE, WITH THE SOUTH LINE OF SAID 565.5125 ACRE TRACT AND THE NORTH LINE OF SAID GREEN TRAILS SECTION 1, NORTH 87 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 471.90 FEET TO A 5/8 INCH IRON ROD FOUND;

THENCE, WITH THE SOUTHWESTERLY LINE OF SAID 565.5125 ACRE TRACT AND THE NORTHEASTERLY LINE OF SAID GREEN TRAILS SECTION 1, SOUTH 43 DEGREES 33 MINUTES 40 SECONDS EAST, A DISTANCE OF 1140.12 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE "POINT OF BEGINNING";

THENCE, NORTH 46 DEGREES 26 MINUTES 20 SECONDS EAST, A DISTANCE OF 670.00 FEET;

THENCE, SOUTH 43 DEGREES 33 MINUTES 40 SECONDS EAST, A DISTANCE OF 185.00 FEET;

THENCE, SOUTH 46 DEGREES 26 MINUTES 20 SECONDS WEST, A DISTANCE OF 435.00 FEET;

THENCE, SOUTH 01 DEGREE 26 MINUTES 20 SECONDS WEST, A DISTANCE OF 70.71 FEET;

THENCE, SOUTH 43 DEGREES 33 MINUTES 40 SECONDS EAST, A DISTANCE OF 731.23 FEET;

THENCE, SOUTH 01 DEGREE 59 MINUTES 56 SECONDS EAST, A DISTANCE OF 278.85 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF GREEN TRAILS SECTION THREE, A SUBDIVISION RECORDED IN VOLUME 315, PAGE 116 OF THE H.C.M.R., SAME CORNER BEING THE NORTHEAST CORNER OF A 150-FOOT WIDE HARRIS COUNTY FLOOD CONTROL EASEMENT RECORDED IN H.C.C.F. NUMBER G405261;

THENCE, WITH A SOUTHWESTERLY LINE OF SAID 565.5125 ACRE TRACT, THE NORTHEASTERLY LINE OF SAID 150-FOOT WIDE FLOOD CONTROL EASEMENT AND THE AFORESAID NORTHEASTERLY LINE OF GREEN TRAILS SECTION 1, NORTH 43 DEGREES 33 MINUTES 40 SECONDS WEST, A DISTANCE OF 1174.88 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 6.6352 ACRES OF LAND.

METES AND BOUNDS DESCRIPTION
RESERVE TRACT "X"
137.9353 ACRE TRACT
LOCATED IN
THE W.C.R.R. COMPANY SURVEY, A-1361
THE W.C.R.R. COMPANY SURVEY, A-1371
HARRIS COUNTY, TEXAS
VMK NO. 1128-89

185-61-0392

A 137.9353 ACRE TRACT OF LAND LOCATED IN THE W.C.R.R. COMPANY SURVEYS, ABSTRACT NUMBERS 1361 AND 1371, HARRIS COUNTY, TEXAS, SAID 137.9353 ACRE TRACT BEING A PORTION OF A 565.5125 ACRE TRACT OF LAND DESCRIBED IN A DEED TO OWEDECO LTD., AS RECORDED IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBERS G178418, G178419, AND G178420, SAID 137.9353 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE);

COMMENCING FOR REFERENCE AT A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 565.5125 ACRE TRACT, SAID IRON ROD BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF INTERSTATE HIGHWAY 10 AND THE WEST R.O.W. LINE OF BAKER ROAD;

THENCE, WITH THE SOUTH R.O.W. LINE OF SAID INTERSTATE HIGHWAY 10, SAME BEING THE NORTH LINE OF SAID 565.5125 ACRE TRACT, SOUTH 88 DEGREES 43 MINUTES 10 SECONDS WEST, A DISTANCE OF 1661.19 FEET TO A 5/8 INCH IRON ROD FOUND MARKING A NORTHERLY CORNER OF SAID 565.5125 ACRE TRACT, SAID 5/8 INCH IRON ROD ALSO BEING THE NORTHEAST CORNER OF A 180.913 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER J963282;

THENCE, WITH SAID R.O.W. LINE, SAME BEING THE NORTH LINE OF SAID 180.913 ACRE TRACT, SOUTH 88 DEGREES 42 MINUTES 31 SECONDS WEST, A DISTANCE OF 462.39 FEET;

THENCE, CONTINUING WITH SAID COMMON LINE, SOUTH 86 DEGREES 57 MINUTES 05 SECONDS WEST, A DISTANCE OF 875.05 FEET TO THE NORTHEAST CORNER OF A 6.00 ACRE TRACT RECORDED IN THE NAME OF WILLIAM AND SANDRA CRUTCHER IN H.C.C.F. NUMBER C421864;

THENCE, CONTINUING WITH SAID SOUTH R.O.W. LINE, SAME BEING THE NORTH LINE OF SAID 6.00 ACRE TRACT SOUTH 86 DEGREES 57 MINUTES 05 SECONDS WEST, A DISTANCE OF 359.00 FEET TO AN AXLE FOUND AT THE NORTHWEST CORNER OF SAID 6.00 ACRE TRACT, SAID AXLE ALSO BEING A NORTHERLY CORNER OF SAID 565.5125 ACRE TRACT AND THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED 137.9353 ACRE TRACT;

THENCE, WITH THE WEST LINE OF SAID 6.00 ACRE TRACT, SAME BEING AN EAST LINE OF SAID 565.5125 ACRE TRACT, SOUTH 01 DEGREE 58 MINUTES 16 SECONDS EAST, A DISTANCE OF 728.20 FEET TO THE SOUTHWEST CORNER OF SAID 6.00 ACRE TRACT;

THENCE, CONTINUING ALONG SAID EASTERLY LINE, SAME BEING THE WEST LINE OF SAID 180.913 ACRE TRACT, SOUTH 01 DEGREE 58 MINUTES 16 SECONDS EAST, A DISTANCE OF 2220.53 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 137.9353 ACRE TRACT, SAME BEING IN THE PROPOSED NORTH R.O.W. LINE OF KINGSLAND BOULEVARD;

THENCE, WITH SAID PROPOSED NORTH R.O.W. LINE OF KINGSLAND BOULEVARD AND THE SOUTH LINE OF THE HEREIN DESCRIBED 137.9353 ACRE TRACT, SOUTH 70 DEGREES 00 MINUTES 53 SECONDS WEST, A DISTANCE OF 921.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, CONTINUING WITH SAID COMMON LINE, 613.20 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 18 DEGREES 01 MINUTE 03 SECONDS AND A CHORD BEARING SOUTH 79 DEGREES 01 MINUTE 24 SECONDS WEST, 610.68 FEET;

THENCE, CONTINUING WITH SAID COMMON LINE, SOUTH 88 DEGREES 01 MINUTE 56 SECONDS WEST, A DISTANCE OF 485.70 FEET TO A POINT FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH SAID COMMON LINE, NORTH 46 DEGREES 58 MINUTES 04 SECONDS WEST, A DISTANCE OF 21.21 FEET TO A POINT IN THE EAST R.O.W. LINE OF FRY ROAD, AND THE WEST LINE OF SAID 565.5125 ACRE TRACT;

THENCE, WITH SAID COMMON LINE, NORTH 01 DEGREE 58 MINUTES 04 SECONDS WEST, A DISTANCE OF 2749.14 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 565.5125 ACRE TRACT, SAID IRON ROD ALSO BEING THE INTERSECTION OF SAID EAST R.O.W. LINE OF FRY ROAD AND THE AFORESAID SOUTH R.O.W. LINE OF INTERSTATE HIGHWAY 10;

THENCE, WITH SAID SOUTH R.O.W. LINE AND THE NORTH LINE OF SAID 565.5125 ACRE TRACT, NORTH 88 DEGREES 43 MINUTES 25 SECONDS EAST, A DISTANCE OF 52.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, CONTINUING WITH SAID COMMON LINE, 530.10 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 612.96 FEET, A CENTRAL ANGLE OF 49 DEGREES 33 MINUTES 02 SECONDS AND A CHORD BEARING NORTH 63 DEGREES 56 MINUTES 54 SECONDS EAST, 513.73 FEET;

THENCE, CONTINUING WITH SAID COMMON LINE, NORTH 39 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 174.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, CONTINUING WITH SAID COMMON LINE, 427.89 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 532.96 FEET, A CENTRAL ANGLE OF 46 DEGREES 00 MINUTES 01 SECOND AND A CHORD BEARING NORTH 62 DEGREES 10 MINUTES 23 SECONDS EAST, 416.49 FEET;

THENCE, CONTINUING WITH SAID COMMON LINE, NORTH 85 DEGREES 10 MINUTES 24 SECONDS EAST, A DISTANCE OF 792.30 FEET TO AN ANGLE POINT IN SAID COMMON LINE;

THENCE, CONTINUING WITH SAID COMMON LINE, NORTH 86 DEGREES 55 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.08 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 137.9353 ACRES OF LAND.

VMK

METES AND BOUNDS DESCRIPTION
RESERVE TRACT "Y"
AN 11.5090 ACRE TRACT
LOCATED IN
THE W.C.R.R. COMPANY SURVEY, A-897
THE W.C.R.R. COMPANY SURVEY, A-901
HARRIS COUNTY, TEXAS
VMK NO. 1129-89

AN 11.5090 ACRE TRACT OF LAND LOCATED IN THE W.C.R.R. COMPANY SURVEY, ABSTRACTS 397 AND 901, HARRIS COUNTY, TEXAS, SAID 11.5090 ACRE TRACT BEING A PORTION OF A 565.5125 ACRE TRACT OF LAND DESCRIBED IN A DEED TO OWEDECO LTD., AS RECORDED IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER G178418, G178419, AND G178420, SAID 11.5090 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE);

COMMENCING FOR REFERENCE AT A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 565.5125 ACRE TRACT, SAID IRON ROD BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF INTERSTATE HIGHWAY 10 AND THE WEST R.O.W. LINE OF BAKER ROAD;

THENCE, WITH THE SOUTH R.O.W. LINE OF SAID INTERSTATE HIGHWAY 10, SAME BEING THE NORTH LINE OF SAID 565.5125 ACRE TRACT, SOUTH 88 DEGREES 43 MINUTES 10 SECONDS WEST, A DISTANCE OF 1285.29 FEET TO THE NORTHEAST CORNER AND "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT, SOUTH 02 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF 364.70 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, 787.17 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 33 MINUTES 03 SECONDS AND A CHORD BEARING SOUTH 13 DEGREES 17 MINUTES 03 SECONDS EAST, 782.10 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, SOUTH 65 DEGREES 26 MINUTES 21 SECONDS WEST, A DISTANCE OF 120.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 218.44 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 33 MINUTES 03 SECONDS AND A CHORD BEARING SOUTH 76 DEGREES 42 MINUTES 52 SECONDS WEST, 217.03 FEET;

THENCE, SOUTH 87 DEGREES 59 MINUTES 23 SECONDS WEST, A DISTANCE OF 205.00 FEET TO A POINT IN THE EAST LINE OF A 180.913 ACRE TRACT OF LAND AS DESCRIBED IN A DEED RECORDED IN H.C.C.F. NUMBER J963282, SAME LINE BEING A WEST LINE OF SAID 565.5125 ACRE TRACT;

VMK

THENCE, WITH SAID COMMON LINE, NORTH 02 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 1225.00 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTH R.O.W. LINE OF SAID INTERSTATE HIGHWAY 10 MARKING THE NORTHEAST CORNER OF SAID 180.913 ACRE TRACT, SAID 5/8 INCH IRON ROD ALSO BEING A NORTHERLY CORNER OF SAID 565.5125 ACRE TRACT;

THENCE, WITH SAID SOUTH R.O.W. LINE AND THE NORTH LINE OF SAID 565.5125 ACRE TRACT, NORTH 88 DEGREES 43 MINUTES 10 SECONDS EAST, A DISTANCE OF 375.90 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 11.5090 ACRES OF LAND.

VMK

METES AND BOUNDS DESCRIPTION
RESERVE TRACT "Z"
A 34.9618 ACRE TRACT
LOCATED IN
THE W.C.R.R. COMPANY SURVEY, A-897
THE W.C.R.R. COMPANY SURVEY, A-901
HARRIS COUNTY, TEXAS
VMK NO. 1130-89

A 34.9618 ACRE TRACT OF LAND LOCATED IN THE W.C.R.R. COMPANY SURVEY, ABSTRACTS 897 AND 901, HARRIS COUNTY, TEXAS, SAID 34.9618 ACRE TRACT BEING A PORTION OF A 565.5125 ACRE TRACT OF LAND DESCRIBED IN A DEED TO OWEDECO LTD., AS RECORDED IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER G178418, G178419, AND G178420, SAID 34.9618 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE);

"BEGINNING" AT A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 565.5125 ACRE TRACT, SAID IRON ROD BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF INTERSTATE HIGHWAY 10 AND THE WEST R.O.W. LINE OF BAKER ROAD;

THENCE, WITH THE WEST R.O.W. LINE OF BAKER ROAD, SAME BEING THE EAST LINE OF SAID 565.5125 ACRE TRACT, SOUTH 01 DEGREE 59 MINUTES 14 SECONDS EAST, 1200.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, SOUTH 88 DEGREES 00 MINUTES 47 SECONDS WEST, 565.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, 437.12 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 27 DEGREES 58 MINUTES 59 SECONDS AND A CHORD BEARING SOUTH 74 DEGREES 01 MINUTE 17 SECONDS WEST, 432.79 FEET;

THENCE, SOUTH 60 DEGREES 01 MINUTE 47 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST LINE OF THE HEREIN DESCRIBED TRACT, NORTH 29 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 47.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 975.99 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 27 DEGREES 57 MINUTES 36 SECONDS AND A CHORD BEARING NORTH 15 DEGREES 59 MINUTES 25 SECONDS WEST, 966.33 FEET;

THENCE, NORTH 02 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 364.70 FEET TO A POINT IN THE SOUTH R.O.W. LINE OF SAID INTERSTATE HIGHWAY 10, SAME BEING THE NORTH LINE OF SAID 565.5125 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

VMK

THENCE, WITH SAID COMMON LINE, NORTH 88 DEGREES 43 MINUTES 10 SECONDS EAST, A DISTANCE OF 1285.29 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 34.9618 ACRES OF LAND.

12.5069 acres comprised of a 12.5104 acre tract save and except a 0.0035 acre tract, said tract and save and except tract being more particularly described as follows:

Description of 12.5104 acres (544,952 square feet) of land being all of a called 12.4952 acre tract as described in a Correction Deed recorded in Volume 7053, Page 375 of the Harris County Deed Records, located in the J. Habermacher Survey, Abstract No. 356, in Harris County, Texas and being more fully described by metes and bounds as follows (with bearings referenced to the plat of Green Trails Village as recorded in Volume 339, Page 122 of the Harris County Map Records):

COMMENCING at a 5/8-inch iron rod found for the Southwest corner of said Green Trails Village;

THENCE, N 89° 59' 07" E, along a South line of said Green Trails Village, a distance of 260.76 feet to a 3/4-inch iron pipe found for the Northwest corner of a called 5.471 acre tract conveyed to A.H. Baker, Jr. in a deed recorded in Volume 5907, Page 605 of the Harris County Deed Records;

THENCE, S 89° 44' 13" E, along a South line of said Green Trails Village and the North line of said A.H. Baker, Jr. tract, a distance of 221.60 feet to a 5/8-inch iron rod set for the Northeast corner of said A.H. Baker, Jr. tract and the Northwest corner and POINT OF BEGINNING of the herein described tract, from which a found 1-inch square iron pipe bears S 05° 53' 14" E, 0.24 feet;

THENCE, S 89° 44' 13" E, continuing along a South line of said Green Trails Village, a distance of 801.21 feet to a 5/8-inch iron rod found for an angle point;

THENCE, S 89° 30' 17" E, along a South line of said Green Trails Village, a distance of 363.41 feet to a 1/2-inch iron rod found in the West line of Windsor Park Estates, Section One as recorded in Volume 344, Page 127 of the Harris County Map Records;

THENCE, N 89° 57' 10" E, a distance of 33.61 feet to a 5/8-inch iron rod found marking the Northwest corner of a called 3.5 acre tract conveyed to Alva W. Baker in a deed recorded in Volume 5487, Page 169 of the Harris County Deed Records for the Northeast corner of the herein described tract;

THENCE, S 02° 05' 49" E, along the common West line of said Alva W. Baker tract and the East line of this tract, a distance of 452.49 feet to a 1-inch iron pipe found for the Southeast corner of the herein described tract and marking the Southwest corner of said Alva W. Baker tract and the Northeast corner of a called 3.0119 acre tract conveyed to Donald D. Baker in a deed recorded in Volume 4390, Page 343 of the Harris County Deed Records;

THENCE, S 88° 38' 50" W, along the common North line of said Donald D. Baker tract and a South line of this tract, a distance of 399.23 feet to a 1-inch iron pipe found for an angle point and being the Northwest corner of said Donald D. Baker tract;

THENCE, N 88° 33' 33" W, along a South line of this tract, a distance of 447.02 feet to a 5/8-inch iron rod found for the Northeast corner of a called 3 acre tract conveyed to Billy D. Baker in a deed recorded in Volume 5487, Page 172 of the Harris County Deed Records;

THENCE, S 86° 57' 46" W, along the common North line of said Billy D. Baker tract and a South line of this tract, a distance of 320.34 feet to a 1-inch iron pipe found for the Northwest corner of said Billy D. Baker tract and an angle point in the Easterly line of the aforementioned A.H. Baker, Jr. called 5.471 acre tract and the Southwest corner of the herein described tract;

185-61-0399

Page 2 of 2, 12.5104 acres

THENCE, N 05° 53' 14" W, along an East line of said A.H. Baker, Jr. tract and the West line of this tract, a distance of 476.65 feet to the POINT OF BEGINNING and containing 12.5104 acres of land. This description is based on a ground survey and plat prepared by Marion R. Clark, Registered Public Surveyor, dated December 28, 1989.

Marion R. Clark
Marion R. Clark
Registered Public Surveyor No. 1881

Trendmaker, Inc.
79-08-0594
0594.FN1/JRP9

SAVE AND EXCEPT THE FOLLOWING 0.0035 ACRE TRACT

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.

March 21, 1990

FIELD NOTES

Description of 0.0035 acres (152 square feet) of land out of a called 12.4952 acre tract as described in a Correction Deed recorded in Volume 7053, Page 375 of the Harris County Deed Records, located in the J. Habermacher Survey, Abstract No. 356, in Harris County, Texas and being more fully described by metes and bounds as follows (with bearings referenced to the plat of Green Trails Village as recorded in Volume 339, Page 122 of the Harris County Map Records):

BEGINNING at a 5/8-inch iron rod marking the Southeast corner of said Green Trails Village and being the Northwest corner of the herein described tract;

THENCE, N 89° 57' 10" E, a distance of 33.61 feet to a 5/8-inch iron rod for the Northeast corner of said called 12.4952 acre tract and the Northwest corner of a called 3.5 acre tract conveyed to Alva W. Baker in a deed recorded in Volume 5487, Page 169 of the Harris County Deed Records;

THENCE, S 02° 05' 49" E, along the common line between said called 12.4952 acre tract and said Alva W. Baker tract, a distance of 4.50 feet to a point for corner;

THENCE, S 89° 56' 19" W, a distance of 33.77 feet to a point for corner;

THENCE, NORTH, a distance of 4.51 feet to the POINT OF BEGINNING and containing 152 square feet (0.0035 acre) of land.