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117-05-2334

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by JACK G. SIMPSON, TRUSTEE hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Harris, State of Texas, which is more particularly described as:

Three Hundred Ten (310) improved residential lots being all of WILLOW FOREST SUBDIVISION, SECTION ONE (1), out of the Elizabeth Smith Survey, Abstract No. 70, Harris County, Texas, in accordance with the plat thereof recorded in Volume 215, Page 17, of the Map Records of Harris County, Texas;

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Willow Forest Homes Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and any area designated as a "Reserve".

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 7. "Declarant" shall mean and refer to Jack G. Simpson, Trustee, his successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the members at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty per cent of membership shall

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constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within ten years of the date of incorporation of the Association, the Declarant should develop additional lands within the area described as follows:

See Exhibit attached hereto and made a part hereof for all purposes (describing three tracts, Tract A, Tract C and Tract E),

such additional lands may be annexed to said Properties without the assent of the Class A members.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, 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 any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to the Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on February 1, 1985.

provided, however, that the Class B membership shall be reinstated upon annexation to said properties of any portion of those lands described in Article II, Section 2, but subject to further cessation in accordance with the limitations set forth in the preceding paragraph (a) of this Article or ten years from date of any such annexation, whichever occurs first.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Privilege of Enjoyment. Every member shall have a right and privilege of enjoyment in and to the Common Area and such privilege shall be appurtenant to and shall pass with the title to every assessed Lot,

subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagees in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 15 days nor more than 30 days in advance.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot in any future section of WILLOW FOREST SUBDIVISION, but it is understood that no Common Area exists within the boundaries of WILLOW FOREST SUBDIVISION, SECTION ONE.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and subdivision maintenance services, including but not limited to gas or electric current for street lamps and garbage collection, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding, be chargeable and payable by the owner or owners of any Lot at

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one-half (1/2) the assessed rate until the first day of the month following completion and occupancy of a permanent structure thereon. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, 1976, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per lot.

(a) From and after January 1, 1976, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1, 1976, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding one year and at the end of each such period of one year, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not

less than 15 days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting,

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another meeting may be called, subject to the notice requirement set forth in sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments:

Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any

such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust, mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any deed of trust or mortgage, pursuant to foreclosure under such deed of trust or mortgage or any proceeding in lieu of foreclosure thereon, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas. However, no land or improvement devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any of said Lots until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of them with respect to topography and finished ground elevation by a committee composed of Jack G. Simpson,

William E. Wright, and William G. Barnett, or a representative designated by a majority of the members of said committee.

In the event of death or resignation of any members of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the named committee and/or its designated representative shall, on January 1, 2006, automatically pass to a committee of three Owners of Lots in Willow Forest Subdivision, which such three Lot Owners shall be selected by a majority of Lot Owners in Willow Forest Subdivision. Such selection may be made at any time, and from time to time, during the duration of these restrictions. Such action of said majority of Lot Owners shall be evidenced by an appropriate written instrument, executed by such majority and filed for record in the Deed Records of Harris County, Texas.

ARTICLE VIII

USE RESTRICTIONS

1. None of said Lots shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height

and a private, either attached or detached, garage for not more than three cars. No business, professional or commercial use shall be made of any of said property, even though such business, professional or commercial use shall be subordinate to use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist, or geophysicist, accountant, contractor, barber, beauty operator, chiropractor, osteopath, radio or television repairman, automobile repairman, boat builder or boat repairman. It is further expressly provided that no activity shall be carried on upon any of the above described property which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or which might be considered to reduce the desirability of the property as a single family residential development, even though such activity be in the nature of a hobby and not carried on for profit.

No structure other than one single family residence not more than two (2) stories in height, and a private garage (either attached or detached) for not more than three cars, shall be constructed placed on or permitted to remain on each Lot.

2. Any single-story residence constructed on said Lots must have a ground floor area of not less than 1000 square feet, exclusive of open or screened porches, terraces, driveways, carports and garages. Any residence other than a single-story residence must have not less than 800 square feet of ground floor living area exclusive of open or screened porches, terraces, driveways, carports and garages.

3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, and also no building (except a garage or permitted accessory building located 65 feet or more from the front lot line) shall be placed on any Lot so as to be located so that the aggregate width of the side yards at the front building setback line is less than fifteen per cent (15%) of the width of the Lot at the front building setback line. A three-foot side yard shall be permissible for a garage or other permitted accessory building located 65 feet or more from the front property line. If two or more Lots, or fractions thereof, are consolidated into the building site, in conformity with the provisions of paragraph 4(a) below, these building setback provisions shall be applied to such resultant building

4. None of said Lots shall be resubdivided in any fashion except that any persons owning two or more adjoining lots may subdivide or consolidate such Lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraph numbered 2 and 3 above, on each such resulting building site, provided that such subdivision or consolidation does not result in any building sites with less than 60 feet at the front building line in such subdivision or consolidation.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and as provided in other instruments of record. Neither Declarant or the lienholders, nor any utilities company using the easements herein referred to shall be liable for any damage done by them or their

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assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

An underground electric distribution system will be installed in that part of WILLOW FOREST SUBDIVISION, SECTION ONE (1), designated Underground Residential Subdivision, which underground service area embraces all lots which are platted in WILLOW FOREST SUBDIVISION, SECTION ONE (1), at the execution of the Agreement for Underground Electric Service between the electric company and Declarant. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on Owner's 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 shall make the necessary connections at said point of attachment and at the meter. In addition the Owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current.

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The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single family dwellings of the usual and customary type, constructed upon the premises, designed to be permanently located upon the lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings expressly excludes, without limitation, mobile homes and duplexes). The terms "sale to bona fide purchasers" mean an outright sale to a resident at the time such resident first occupies the dwelling and not a lease, a delayed sale by means of a contract for deed, a sale with provisions calculated to subsequently relieve such resident from the obligation to pay for the residence, or similar devices.- Therefore, should the plans of lot owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a lot where a dwelling of a different type is located unless (a) Declarant has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the company the sum of \$1.75 per front lot foot in the case of a single family dwelling, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot,

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.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of WILLOW FOREST SUBDIVISION, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such lot owner shall pay the electric company \$1.75 per front lot foot in the case of a single family dwelling or \$2.50 per front lot foot in the case of a townhouse for his/her lot unless Declarant has paid the electric company as above described. The provisions of this paragraph and the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs of any size used by a builder to advertise the property during the construction and sales period until all construction is completed.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil tanks, oil wells, tunnels, mineral excavations or shafts, be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

10. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

12. No fence, wall, hedge or gas meter shall be placed, or permitted to remain, on any of said lots nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences or enclosures for community facilities which may be approved by the architectural committee as outlined in Article VII.

13. No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line within the edge of a driveway or alley pavement.

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No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

14. No spirituous, vinous, medicinal liquors or malt liquors, capable of producing intoxication shall ever be sold or offered for sale on any lot in WILLOW FOREST SUBDIVISION, SECTION ONE (1), or any part thereof, nor shall any Lot or any part thereof be used for any illegal or immoral purpose.

15. No trailer, trailer house, truck or boat shall be parked on any Lot, or between any residence and an abutting side street, or driveway, or upon any street or driveway abutting any Lot. This shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat, truck, or trailer home standing in the front of the front property line.

16. No shrubs, trees or bushes of any kind, nor scrap material from improvements being erected on any residential Lot or any building site shall be placed on any adjacent Lots, streets or easements. All such material if not disposed of immediately shall remain on the residential Lots or building site on which construction is begun, and at the completion of such construction such material must be immediately removed from the property.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the

right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 40 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. So long as Declarant, his successors and assigns, are in control of the Willow Forest Subdivision, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

HOME SAVINGS ASSOCIATION and GULF REPUBLIC SERVICE CORPORATION join herein as lienholder only, to evidence their consent, approval and ratification of the covenants, conditions and restrictions contained herein.

DELMAR BUILDING CO. joins herein as the Owner of several

117-05-2353

Lots in WILLOW FOREST SUBDIVISION, SECTION 1 to evidence its consent and approval hereof, and to impose same on its lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 27 day of FEBRUARY, 1975. (41)

Jack G. Simpson, Trustee
JACK G. SIMPSON, TRUSTEE
DECLARANT

30' HOME SAVINGS ASSOCIATION

BY: [Signature]

MORTGAGEES

GULF REPUBLIC SERVICE CORPORATION

BY: W R Stromatt President

DELMAR BUILDING CO.

BY: Jack G. Simpson Pres

THE STATE OF TEXAS §

117-05-2354

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JACK G. SIMPSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of FEBRUARY, 1975.

Howard C. Lee
Notary Public in and for Harris County
T E X A S

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM E. WRIGHT, known to me to be the President of HOME SAVINGS ASSOCIATION, and also known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of FEBRUARY, 1975.

Howard C. Lee
Notary Public in and for Harris County
T E X A S

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. R. Hamatt, known to me to be the president of GULF REPUBLIC SERVICE CORPORATION, and also known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of February, 1975.

Ann Flower
Notary Public in and for Harris County
T E X A S

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JACK G. SIMPSON, known to me to be the President of Delmar Building Co., and also known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of FEBRUARY, 1975.

Howard C. Lee
Notary Public in and for Harris County
T E X A S

November 8, 1972

117-05-2355

Tract A

Field notes covering a tract of land containing 37.0523 acres which is part of and out of the north portion of TRACT ONE as conveyed to Jack G. Simpson, Trustee on August 30, 1972 according to Harris County, Texas, Clerk's File Number D687316, Film Number 150-25-0323, located in the Elizabeth Smith Survey, Abstract No. 70 in Harris County, Texas and being more particularly described by metes and bounds as follows;

PLACE OF BEGINNING being a 5/8 inch iron rod that marks the most easterly corner of this herein described 37.0523 acre tract and same marks the intersection of the westerly right-of-way line of Kuykendahl Road, 80 feet wide, with the northerly right-of-way line of Dowdell Road, 60 feet wide;

THENCE S 44° 47' 40" W along the northerly line of Dowdell Road which is marked by a fence for 1195.10 feet to the south corner of this 37.0521 acre tract;

THENCE N 45° 12' 20" W for 1354.68 feet to this tract's most westerly corner;

THENCE N 44° 50' 54" E for 1188.72 feet to a 1/2 inch iron pipe located in the westerly right-of-way line of Kuykendahl Road for most northerly corner of this herein described 37.0523 acre tract of land;

THENCE S 45° 28' 32" E along the westerly line of Kuykendahl Road for 1353.58 feet to the PLACE OF BEGINNING.

RECORDER'S MEMORANDUM:
All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recordation

RECORDER'S MEMORANDUM:
Some Or All Signatures On This Page
Are Not Original Signatures



February 16, 1973

Tract C

Field notes covering a tract of land containing 7.2432 acres which is part of and out of a called Tract Two that was conveyed to Jack G. Simpson, Trustee, on August 30, 1972 according to the Harris County Clerk's File No. 687316, Film Code No. 150-25-0323, said tract located in the Elizabeth Smith Survey, Abstract No. 70 in Harris County, Texas and the said 7.2432 acre tract is more particularly described by metes and bounds as follows;

PLACE OF BEGINNING being the south corner of this tract and same is the north corner of a Called Tract One that was conveyed to Jack G. Simpson, Trustee also on August 30, 1972 as per the above mention File and Film Code numbers;

THENCE N 44° 33' 49" W for 396.08 feet to a point for corner."

THENCE N 45° 12' 38" E for 44.46 feet to a point for interior corner;

THENCE N 44° 47' 22" W for 224.90 feet to a point for corner located in the center line of Willow Creek, also known as the Harris County Flood Control District's 150 foot wide easement according to Volume 1647, Page 352 of the Harris County Deed Records;

THENCE along the center line of Willow Creek which is also the westerly line of this herein described 7.2432 acre tract of land as follows;

N 47° 12' 00" E for 55.07 feet;
N 61° 16' 00" E for 72.30 feet;
N 67° 57' 00" E for 106.10 feet;
N 72° 33' 00" E for 99.90 feet;
N 41° 16' 00" E for 82.80 feet;
N 20° 49' 00" E for 93.50 feet;
N 07° 47' 00" W for 95.30 feet;
N 19° 32' 00" E for 68.90 feet;
N 51° 45' 00" E for 183.10 feet;

THENCE N 43° 27' 00" E for 62.81 feet to a point for corner;

THENCE S 45° 27' 22" E for 67.60 feet to a point for beginning of a curve;

THENCE SOUTHEASTERLY around the arc of a 270.00 foot radius curve to the right that has a central angle of 14° 23' 13" and a chord that bears S 38° 15' 45" E for 67.62 feet or around the said curve arc for 67.80 feet to a point for reverse curve;

THENCE SOUTHEASTERLY around the arc of a 330.00 foot radius curve to the left that has a central angle of 21° 49' 37" and a chord that bears S 41° 58' 58" E for 124.96 feet or along the said curve arc for 125.71 feet to a point for end of this curve;

THENCE S 52° 53' 46" E for 6.91 feet to a point for corner;

THENCE along the easterly line of this tract as follows;

S 30° 32' 10" W for 349.49 feet;
S 21° 41' 15" W for 313.49 feet;

THENCE S 12° 11' 15" W for 299.93 feet to the PLACE OF BEGINNING.

r. g. miller engineers inc.

February 15, 1973

Willow Forrest Subdivision
Tract E

117-05-2357

Field notes covering a tract of land containing 139.0259 acres which is located in the Elizabeth Smith Survey, Abstract No. 70 in Harris County, Texas and said tract is more particularly described by metes and bounds as follows;

Commencing at the intersection of the westerly right-of-way line of Kuykendahl Road, 80 feet wide, with the northerly right-of-way line of Dowdell Road, 60 feet wide;

Thence S 44° 47' 40" W along the said northerly line of Dowdell Road for 1195.10 feet to a point for most easterly corner and PLACE OF BEGINNING of the description of this 139.0259 acre tract of land;

THENCE N 45° 12' 20" W for 1354.68 feet to a point for corner;

THENCE S 44° 50' 54" W for 1394.83 feet to an interior corner of this tract of land;

THENCE N 44° 58' 07" W for 937.91 feet to another corner;

THENCE S 44° 25' 36" W for 536.81 feet to another interior corner;

THENCE N 45° 27' 22" W for a distance of 248.66 feet to a point for corner which is located in the center-line of Willow Creek, also known on the Harris County Flood Control District's 150 foot wide easement according to Volume 1647, Page 352 of the Harris County Deed Records;

THENCE S 43° 27' 00" W along the center-line of Willow Creek for 60.01 feet to a point for corner;

THENCE S 45° 27' 22" E for 67.60 feet to a point for beginning of a curve;

THENCE SOUTHEASTERLY around the arc of a 270.00 foot radius curve to the right that has a central angle of 14° 23' 13" and a chord that bears S 38° 15' 45" E for 67.62 or around the said curve arc for 67.80 feet to a point for reverse curve;

THENCE SOUTHEASTERLY around the arc of a 330.00 foot radius curve to the left that has a central angle of 21° 49' 37" and a chord that bears S 41° 58' 58" E for 124.96 feet or along the said curve arc for a distance of 125.71 feet to a point for end of this curve;

THENCE S 52° 53' 46" E for 6.91 feet to a point for interior corner of this herein described 139.0259 acre tract of land;

THENCE along the northwesterly line of this tract as follows;

S 30° 32' 10" W for 349.49 feet;

S 21° 41' 15" W for 313.49 feet;

S 12° 11' 15" W for 299.93 feet;

THENCE S 45° 20' 36" W for 126.12 feet to an angle point located in the easterly line of the aforesaid said 150 foot wide Willow Creek;

THENCE along the easterly line of said Willow Creek as follows;

S 05° 03' 00" W for 131.42 feet;

S 41° 47' 00" W for 222.50 feet

S 09° 52' 00" E for 69.23 feet;

S 46° 09' 00" E for 43.74 feet;

S 21° 54' 00" E for 39.45 feet;

S 61° 27' 00" E for 71.29 feet;

S 53° 26' 00" E for 163.48 feet;

S 10° 59' 00" E for 120.39 feet;

S 02° 30' 00" E for 110.43 feet;

S 31° 36' 00" W for 69.70 feet;

S 04° 52' 00" E for 197.30 feet;

S 69° 06' 00" W for 165.40 feet

N 85° 55' 00" W for 106.26 feet;

r. g. miller engineers inc.

February 15, 1973

Willow Forrest Subdivision
Tract E

117-05-2357

Field notes covering a tract of land containing 139.0259 acres which is located in the Elizabeth Smith Survey, Abstract No. 70 in Harris County, Texas and said tract is more particularly described by metes and bounds as follows;

Commencing at the intersection of the westerly right-of-way line of Kuykendahl Road, 80 feet wide, with the northerly right-of-way line of Dowdell Road, 60 feet wide;

Thence S 44° 47' 40" W along the said northerly line of Dowdell Road for 1195.10 feet to a point for most easterly corner and PLACE OF BEGINNING of the description of this 139.0259 acre tract of land;

THENCE N 45° 12' 20" W for 1354.68 feet to a point for corner;

THENCE S 44° 50' 54" W for 1394.83 feet to an interior corner of this tract of land;

THENCE N 44° 58' 07" W for 937.91 feet to another corner;

THENCE S 44° 25' 36" W for 536.81 feet to another interior corner;

THENCE N 45° 27' 22" W for a distance of 248.66 feet to a point for corner which is located in the center-line of Willow Creek, also known on the Harris County Flood Control District's 150 foot wide easement according to Volume 1647, Page 352 of the Harris County Deed Records;

THENCE S 43° 27' 00" W along the center-line of Willow Creek for 60.01 feet to a point for corner;

THENCE S 45° 27' 22" E for 67.60 feet to a point for beginning of a curve;

THENCE SOUTHEASTERLY around the arc of a 270.00 foot radius curve to the right that has a central angle of 14° 23' 13" and a chord that bears S 38° 15' 45" E for 67.62 or around the said curve arc for 67.80 feet to a point for reverse curve;

THENCE SOUTHEASTERLY around the arc of a 330.00 foot radius curve to the left that has a central angle of 21° 49' 37" and a chord that bears S 41° 58' 58" E for 124.96 feet or along the said curve arc for a distance of 125.71 feet to a point for end of this curve;

THENCE S 52° 53' 46" E for 6.91 feet to a point for interior corner of this herein described 139.0259 acre tract of land;

THENCE along the northwesterly line of this tract as follows;

S 30° 32' 10" W for 349.49 feet;
S 21° 41' 15" W for 313.49 feet;
S 12° 11' 15" W for 299.93 feet;

THENCE S 45° 20' 36" W for 126.12 feet to an angle point located in the easterly line of the aforesaid said 150 foot wide Willow Creek;

THENCE along the easterly line of said Willow Creek as follows;

S 05° 03' 00" W for 131.42 feet;
S 41° 47' 00" W for 222.50 feet
S 09° 52' 00" E for 69.23 feet;
S 46° 09' 00" E for 43.74 feet;
S 21° 54' 00" E for 39.45 feet;
S 61° 27' 00" E for 71.29 feet;
S 53° 26' 00" E for 163.48 feet;
S 10° 59' 00" E for 120.39 feet;
S 02° 30' 00" E for 110.43 feet;
S 31° 36' 00" W for 69.70 feet;
S 04° 52' 00" E for 197.30 feet;
S 69° 06' 00" W for 165.40 feet
N 85° 55' 00" W for 106.26 feet;

February 15, 1973

THENCE S 64° 43' 00" W for 96.23 feet to a point for corner;

THENCE S 44° 51' 57" E for 915.98 feet to a point for most south corner of this herein described 139.0259 acre tract of land which is located in the northerly line of Dowdell Road;

THENCE along the northerly right-of-way line of Dowdell Road as follows;

N 45° 31' 26" E for 1474.41 feet;
N 72° 44' 53" E for 61.64 feet;
N 47° 00' 06" E for 126.64 feet;
S 45° 29' 14" E for 61.59 feet;
N 45° 22' 37" E for 718.48 feet;
S 88° 35' 45" E for 325.43 feet;

THENCE N 44° 47' 40" E for 1400.00 feet to the PLACE-OF BEGINNING.

SAVE AND EXCEPT that part of this Tract E which is already platted as WILLOW FOREST SUBDIVISION, SECTION ONE.

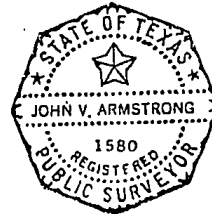


EXHIBIT Page 4 of 4 Pages

Return To:
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P.O. Box 2712
Houston Texas 77001