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GF#94109624
092-80-0178 JL/23'

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03/17/94 00978303 P756797 \$ 64.00

STATE OF TEXAS))
))
COUNTY OF HARRIS))
))
DECLARATION OF RESTRICTIONS

KNOW ALL MEN by these presents that BANDURA CORP., a Texas corporation, acting herein by and through its duly authorized officers (sometimes hereinafter referred to as "Developer"), being the owner of that certain land described as follows:

15.93 acres of land and out of the J.D. Egbert Survey, Abstract 246, Harris County, Texas,

which acreage is more particularly described by metes and bounds and attached hereto as Exhibit A and which acreage shall be hereafter platted and subdivided into that certain residential subdivision known as:

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WINCHESTER MEADOWS, SECTION ONE (1) AND TWO (2)

Developer is desirous of establishing a carrying out a uniform plan for the use, occupancy, ownership and improvement of all residential lots in Winchester Meadows, Section One (1) and Section Two (2), (the "Subdivision") for the benefit of the present and future owners of said lots, and does hereby declare, establish, and adopt certain reservations, restrictions, covenants and easements (hereinafter referred to as "Restrictions"), which shall be applicable to the use, occupancy, ownership and improvement of all residential lots in said Subdivision (the term "lot" as used herein shall mean those certain lots to be developed and platted of record in the Map Records of Harris County, Texas and shall include any residential building site created by consolidation or re-subdivision of the originally platted lots, as permitted herein), and every contract, conveyance or other transfer of title hereafter executed with respect to any residential lot or lots in the aforementioned Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following Restrictions, regardless of whether or not said Restrictions are set out in full or are incorporated by reference in said contract, conveyance or other transfer of title.

It is specially provided that any tract designated as "Unrestricted Reserve" on said plat to be recorded of the aforementioned Subdivision or designated on said plat as being dedicated for a specific use other than residential, shall remain unaffected by these restrictions.

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ARTICLE 1. LAND USE AND BUILDING TYPE.

All lots subject to these Restrictions shall be used only for single-family residential purposes, and no building or structure shall be erected, placed, added to or altered on any lot except a single-family residential dwelling not exceeding two stories of living area in height; provided, however, that an attached or detached garage or carport (limited in size to three-car capacity) including servants' quarters or garage apartment, or other approved accessory building or structure (for example, a swimming pool), may be situated on any such lot. Each owner of any lot subject to these Restrictions shall be deemed to have covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such lot that such owner will not apply for a permit to erect, place, alter or add to any structure on any lot other than a single-family residence or other approved structure as specified and permitted herein. Any garage apartment or servants' quarters which may be situated on any lot shall not be used for rental purposes, and may be used only by servants who are employed in the dwelling situated upon the same lot which such apartment or quarters are situated, or by members or temporary guests of the family occupying the dwelling on said lot. ("Approved", as used in this Article 1., means the approval specified in the following Article 2. hereof and "Single-family residential purposes" as used in these Restrictions, means residential occupancy by members of a family who are related to each other by blood, adoption or marriage, or residential occupancy by not more than three unrelated persons living together as a single housekeeping unit, together with any bona fide household servants).

ARTICLE 2. ARCHITECTURAL CONTROL.

No construction of any residential structure(s) shall be commenced on any lot affected hereby until the building plans and specifications and a site plan showing the location of the proposed structure or structures have been submitted to and approved by the Architectural Control Committee (the "Committee") whose initial members shall be Lieven J. Van Riet, Lieven J. Van Riet Jr., James T. Price, their successors and assigns, and one member who shall be appointed by the Winchester Country Trails Maintenance Association Board of Directors. The Committee, by majority vote, may designate a representative to act for them. The address of this Committee is 1901 San Jacinto, Houston, Texas 77002. In the event of death or resignation of any member of said Committee, the remaining member or members shall have authority to approve or disapprove plans and specifications submitted to the Committee or to designate successor members to fill any vacancy on the Committee. The Committee shall review the proposed plans to insure compliance with these Restrictions and the plat of the aforesaid Subdivision as to single-family, detached construction use, quality of workmanship and materials,

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harmony of exterior design and exterior colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, lot boundary lines and building lines.

The plans and specifications to be submitted to the Committee shall be submitted for approval by mail, in person, or by messenger prior to commencing the placement and erection of any such improvements on any lot. In the event the Committee fails to approve or disapprove such plans and specifications in writing within thirty (30) days after submission thereof for approval, the date of submission being the date shown on the transmittal letter accompanying the plans and specifications, such plans and specifications shall be deemed approved and this Article 2. of these Restrictions shall be considered as having been fully complied with and satisfied.

After completion of construction of the initial residential structure(s) approved by the Committee, as provided for in the immediately preceding two paragraphs, no further or additional building or improvements of any character shall be erected, placed, added to or altered on any lot affected hereby until the building plans and specifications and a site plan showing the location of the proposed structure(s) or improvements have been submitted to and approved by the hereinafter-named Association as being in compliance with these Restrictions and the plat of the aforesaid Subdivision as to use, quality of workmanship and materials, harmony of exterior design and exterior colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, lot boundary lines and building lines.

The plans and specifications to be submitted to the hereinafter-named Association shall be submitted for approval by mail, in person, or by messenger prior to commencing the placement, erection, addition to or alteration of any such structure(s) or improvements on any lot. In the event the hereinafter-named Association fails to approve or disapprove such plans and specifications in writing within thirty (30) days after submission thereof for approval (the date of submission shall be presumed to be the date shown on the transmittal letter accompanying the plans and specifications provided that the hereinafter-named Association shall be entitled to rebut said presumption by evidence of its actual receipt), such plans and specifications shall be deemed approved and this requirement of Article 2. of these Restrictions shall be considered as having been fully complied with and satisfied.

ARTICLE 3. DWELLING SIZE, MATERIALS AND ELEVATIONS.

Any dwelling situated on any lot must contain a total living area of not less than 1,600 square feet, and if the dwell-

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ing is other than a single-story dwelling it must contain not less than 900 square feet of ground-floor living area, each of the foregoing minimum-area limitations to be exclusive of open or screened porches, terraces, driveways, carport, garage, garage apartment or servants' quarters, or other approved accessory building or structure.

At least fifty percent (50%) of the exterior surface area of the walls (exclusive of doors and windows or other glassed areas) of the ground floor story of any dwelling situated on any lot must be faced with brick, stone, or other masonry, unless otherwise approved in writing by the hereinafter-named Association. Also, the roof of all dwellings (including any garage or servant's quarters) shall be constructed of or covered with asphalt or composition-type shingles of an earth tone color similar to Winchester Country Trails, Section Four (4). Any other type or color of roofing material shall be permitted only at the sole discretion of the hereinafter-named Association upon written request.

The same dwelling elevation on the same side of the street shall not be repeated without at least two (2) intervening lots unless approved in writing by the Architectural Review Committee. Furthermore, the same dwelling elevations shall not be permitted directly across the street from one another.

ARTICLE 4. LOCATION OF BUILDINGS ON LOTS.

No part of any building shall be located nearer to any street boundary line of any lot than the building set-back line or lines shown on the recorded plat of the aforementioned Subdivision. Except as hereinafter provided no part of any building shall be located within five (5) feet of any interior lot boundary line, except that a garage, carport, servants' quarters or other approved building or accessory structure, all of which is situated at least sixty-five (65) feet from the front lot boundary line, may be situated not less than three (3) feet from any interior lot boundary line; provided, however, that this exception shall not be construed to permit any portion of any building situated on any lot to encroach upon another lot. A building may be located closer to any interior lot line provided that (i) a house has been constructed on the adjacent lot (ii) the distance between buildings shall not be less than ten (10) feet and (iii) the Committee approves a distance of less than five (5) feet; provided however, under no circumstances shall a building be closer to an interior lot line than three (3) feet. For the purposes of these Restrictions, the front line of each lot shall be the shortest boundary line thereof abutting a dedicated street as shown by the recorded subdivision plat. The residential dwelling on each lot in the aforementioned Subdivision shall face the front of the lot.

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ARTICLE 5. RE-SUBDIVIDING OR CONSOLIDATING OF LOTS.

Lots may be subdivided or consolidated into building sites, with the privilege of erecting, placing, adding to or altering improvements on each resulting building site, subject to these Restrictions; provided, that any building site resulting from such subdividing or consolidating must have a width of at least fifty five (55) feet at the front building line thereof and must contain a total area of at least five thousand six hundred square feet; and provided further that, in cases where any of the residential lots covered by these Restrictions are subdivided or consolidated, the hereinafter-named Association shall have the right and authority to equitably redistribute the maintenance charge specified under Article 20 hereof and which is applicable to the lot or lots subdivided or consolidated, subject to the mandatory requirement that each resulting building site with a residence thereon shall be subject to at least one full-lot maintenance charge.

ARTICLE 6. UTILITY AND DRAINAGE EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat to be recorded of the aforementioned Subdivision, and there is also dedicated and reserved for utilities an unobstructed aerial easement five (5) feet wide adjacent to all easements shown on said recorded plat, such aerial easements to extend upward from a plane twenty (20) feet above the surface of the ground.

All easements for utilities and drainage shall be kept clear of improvements or structures of any kind and no trees, shrubs or other obstructions may be placed upon such easements. In this regard, neither the Developer, nor the hereinafter-named Association, nor any utility company or drainage authority using said easements shall be liable for any damage done to shrubbery, trees, flowers, or other property which is located within the area covered by said easements.

ARTICLE 7. PROHIBITED STRUCTURES.

Mobile homes are prohibited on any lot, whether or not wheels are attached. Antenna towers for amateur radio installations or citizens' band radio base station installations and "window unit" air conditioners are prohibited on any lot, unless approved by the hereinafter-named Association. Television antennae which are visible on the exterior of any building are prohibited unless installed on a portion of the roof of the building which slopes toward the rear of the lot, or unless otherwise approved by the hereinafter-named Association. No radio and/or television antenna, disk or any other electronic receiver or associated equipment shall be erected or installed at a height in excess of four (4) feet above the level of the roof at the point

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at which such installation is made and shall in no event exceed the height of the highest elevation of the roof. Similarly, no radio and/or television antenna, disk or any other electronic receiver or associated equipment shall be installed on any lot or erected on a tower, pole or other structure on any lot without the express written approval of the hereinafter-named Association. No portable building, tent, shed, barn or other portable structure of any nature shall be placed on any lot without the express written approval of the hereinafter-named Association; provided, however, that a temporary office or work-shed may be placed upon a lot without such approval by any homebuilding contractor for use in connection with the erection or sale of dwellings in the aforementioned Subdivision, but such temporary structure shall be removed at completion of the erection or sale of the dwellings, whichever is applicable or within ten (10) days following notice from the hereinafter-named Association to remove such structure. Any such permitted temporary structure shall never be used for residential purposes. Prior to the sale of any home by a commercial homebuilder which has a garage converted to a sales facility or some other use, said garage shall be reconverted to a garage facility. Any Owner desiring to convert a garage to "living area" must have such conversion approved in writing by the hereinafter-named Association and such Association shall not be required to approve such conversion unless owner constructs a substitute garage facility at a location on the lot approved by the hereinafter-named Association.

ARTICLE 8. PROHIBITED ACTIVITIES.

No business or service activity of any kind shall be conducted on or from any lot or from any improvements situated thereon, whether such activity be for profit or otherwise.

No noxious or offensive activity of any kind which may constitute or become an annoyance or nuisance to the Subdivision's neighborhood shall be permitted on any lot, nor shall any illegal or immoral activity be permitted on any lot.

ARTICLE 9. MINING AND MINERAL OPERATIONS.

No oil, gas or water wells or drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted on any lot. The provisions of this Article hereof shall in no way impair, diminish or restrict the rights of the owners of lots in the aforementioned Subdivision to lease any mineral estate which they may have or acquire in such lots for production through pooling, unitization or directional drilling methods, provided that no use whatsoever is made of the surface of any lot in connection therewith.

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ARTICLE 10. ANIMALS AND PETS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, whether for commercial purposes or otherwise, except that residents may keep common household pets such as dogs or cats. In this regard, the hereinafter-named Association shall have the right and authority to limit the number and variety of household pets permitted and shall have the further right to establish regulations from time to time providing for the control of pets (for example, a requirement that a dog must be kept on a leash or within a fenced enclosure when outdoors).

ARTICLE 11. GARBAGE AND OTHER WASTE.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such substances shall not be kept upon any lot, except that the garbage and other waste accumulated from normal household operations may be kept temporarily for purposes of collection. All such waste substances being kept on a lot pending collection thereof shall be kept in closed sanitary containers with tops or lids, or in plastic bags with the tops thereof tied. Any such containers shall be hidden from general view by a screen or enclosure, and the size and type of waste containers, the screening or enclosure therefore, the temporary location of such containers and plastic bags pending collection, and the period of time such containers or bags may be situated at such temporary location shall all be subject to the approval of the hereinafter-named Association. All containers, bags, or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition.

ARTICLE 12. TREES, FENCES, WALLS AND HEDGES.

Upon completion of any dwelling located on any lot of the aforementioned subdivision, two (2) trees of a two (2) inch diameter shall be installed forward of the front building line on said lot. No fence, wall, gas meter or other structure, nor any hedge or other mass planting, shall be placed or be permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the building setback line related to such lot boundary (as shown on the recorded plat of the Subdivision), unless such structure or mass planting and its location shall be approved by the hereinafter-named Association. Provided however, hedges and mass plantings, not exceeding four (4) feet in height may be placed along the front of the building, and parallel to the building, in an area five (5) feet in front of the house.

All fences and walls located on any lot shall be six feet (6') in height above ground level and the surface of any

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such fence or wall which faces any street, alley or driveway shall be faced with wood, brick, masonry or stone, or some other material approved by the hereinafter-named Association.

ARTICLE 13. TRAFFIC SIGHT BARRIERS.

No shrub, tree, object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines of such lot and a line connecting such property lines at points located on each of said street property lines at a distance of twenty-five (25) feet from the point where such lines intersect or would intersect if extended; nor shall any obstruction be placed or permitted to remain on any lot within the triangular area formed by the street property line of such lot, the edge line of any driveway or alley pavement, and a line connecting said lines at points located on each of said lines at a distance of ten (10) feet from the point at which said lines intersect or would intersect if extended.

ARTICLE 14. OUTSIDE CLOTHES DRYING.

The drying of clothes in general view is prohibited, and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosures for such use, which enclosures must be approved by the hereinafter-named Association.

ARTICLE 15. CUTTING WEEDS OR GRASS AND REMOVAL OF TRASH.

The owners or occupants of each lot shall at all times keep weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event permit an accumulation of garbage, trash, rubbish or other waste of any kind to remain thereon. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted.

ARTICLE 16. SIGNS OR BILLBOARDS.

The owner of a lot (including a commercial homebuilder) shall be entitled to display one sign thereon from time to time for purposes of selling or renting the property; provided, that each face of such sign shall be rectangular in shape and shall not exceed nine (9) square feet in surface area, and that the content of such sign be limited to the words "For Sale" or "For Rent" and the name and telephone number of the seller or real estate agent. No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained within the Subdivision boundaries or within the right-of-way of any street bordering the aforementioned Subdivision without first having

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obtained the consent in writing of the hereinafter-named Association. Said Association shall have the right to remove any unpermitted sign, advertisement, billboard or structure which is erected or placed on any lot or adjacent easement or right-of-way without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

ARTICLE 17. MISCELLANEOUS VEHICLES AND EQUIPMENT.

No auto, truck, camper, motor home, mobile home, boat, or other vehicle, trailer, machinery or equipment of any kind shall ever be parked on any lot or on any street right-of-way, easement or common area adjacent to any lot, except for temporary parking incident to the contemporaneous use of such object or as otherwise approved by the hereinafter-named Association, nor shall any such object be left parked or stored on any lot or on any adjacent street right-of-way, easement or common area unless parked or stored inside the garage or otherwise obscured from general view by an enclosure or screening approved by the hereinafter-named Association. Garage doors shall be kept closed when the garage is not in use.

Motorcycles, motorbikes, motor scooters, motorized bicycles, or other motorized vehicles shall not be operated on any lot or operated to or from any lot over the streets of the aforementioned Subdivision unless such vehicle is equipped with an adequate and properly functioning muffler, nor shall such vehicles be kept or operated in such a way as to constitute a nuisance or danger.

ARTICLE 18. REMOVAL OF TREES AND DIRT.

No trees shall be felled or otherwise removed from any lot without approval from the hereinafter-named Association, except as may be reasonably necessary in connection with construction of improvements or to remove dead trees. The removal of dirt from any lot is prohibited, except insofar as reasonably necessary in conjunction with the landscaping of such lot or construction being performed on such lot.

ARTICLE 19. PAINTING AND REPAIRS.

All dwellings and other approved structures must be kept in a reasonably good state of painting and repair, and must be maintained so as not to become unsightly.

(In the event of default on the part of the owner or occupant of any lot in observing the requirements set out in Articles 1 through 18 above, or any of them, and the continuation of such default after ten (10) days' written notice from the hereinafter-named Association of the existence of such default, said hereinafter-named Association may enter upon said lot

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through its agents, without liability to the owner or occupant in trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with these Restrictions, and may charge the owner or occupant of such lot for the cost of any such work or thing. The owner or occupant of each lot agrees, by the purchase or occupation of the lot, to reimburse the hereinafter-named Association immediately upon receipt of a statement covering the cost of any such work or thing. In the event of failure to pay such statement, the amount thereof and any attorney fees and court costs incurred in connection with the collection thereof may be added to the annual maintenance charge assessed by the hereinafter-named Association against such lot and become a charge thereon and be collected in the same manner as the regular annual maintenance charge provided for in these Restrictions.)

ARTICLE 20. MAINTENANCE ASSOCIATION AND CHARGES.

Bandura Corp. shall organize under the laws of the State of Texas a non-profit corporation named Winchester Meadows Maintenance Association (herein sometimes referred to as the "Association"), which Association shall have the duty of assessing and collecting the annual maintenance charge specified herein, managing said fund and arranging for the performance of the services contemplated and making payment therefore out of said fund. In this regard, said Association shall have all the powers granted by the Texas Non-Profit Corporation Act.

Each residential lot in the aforementioned Subdivision is hereby made subject to an annual maintenance charge for the purpose of creating a subdivision maintenance and improvement fund, and such maintenance charge shall be first assessed against each lot as of the date that the Developer notifies the Association that street and utility improvements, to include underground water, sewer and drainage facilities and Houston Lighting and Power facilities, have been substantially completed with respect to such lot. The initial assessment period shall be the remaining portion of the particular calendar year in which the aforesaid notice is given to the Association, commencing with such notice date. Thereafter, the maintenance charge shall be assessed annually against each lot as of January 1st of each succeeding calendar year to cover the full calendar year commencing with the particular assessment date. A statement reflecting the amount of the assessment with respect to each lot shall be mailed or otherwise delivered to each lot owner (or the holder of the mortgage on such lot, if the mortgage holder is paying the maintenance charge from the owner's mortgage escrow account) as soon as practicable after each assessment date. The amount of each assessment shall be paid by the owner of each lot (or the holder of the mortgage on such lot, if applicable) to the Association within fifteen (15) days after the statement covering such as-

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assessment has been mailed or otherwise delivered to the lot owner (or the holder of the mortgage on such lot, if applicable).

In the event the owner of a lot does not receive a statement reflecting the amount of the assessment, it shall be the responsibility of the lot owner to obtain such statement from the Association. In no event shall the amount of the assessment be paid later than January 31st of the calendar year for which the assessment is due. Any maintenance charge assessed hereunder and not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

The maximum annual maintenance charge on each residential lot from and after the date such charge is first assessable against such lot shall be as follows:

- (a) For any assessable period within the calendar year 1994, the maximum annual maintenance charge on each lot subject to these Restrictions shall be the sum of Four Hundred and Twenty Dollars (\$420.00).
- (b) For any assessable period within the calendar years next succeeding the calendar year 1994, the maximum annual maintenance charge for each particular calendar year shall be calculated and determined as follows: the average of the Consumer Price Index (All Items, Houston, Texas, area, covering All Urban Consumers, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or the most nearly comparable successor index published by any governmental agency, over the most recent twelve months for which such information is available at the time of making the annual assessment applicable to the particular calendar year shall be determined (the "current period average"), the average of said Index over the twelve months of the calendar year 1994 shall be determined (the "base period average"), and the maximum annual maintenance charge for the particular calendar year of determination shall be an amount equal to Four Hundred and Twenty Dollars (\$420.00) as increased by the same percentage that the aforesaid "current period average" being utilized in making the particular determination shall have in making the particular determination shall have increased above the "base period average", adjusted to the nearest one-tenth of one percent)*. If the aforescribed determination with respect to the assessment for any particular calendar year after 1994 shows that the "current period average" of said Index being utilized in

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making the particular determination is either equal to or less than the "base period average" of said Index, then the maximum annual maintenance charge hereunder for such calendar year shall be the amount of Four Hundred and Twenty Dollars (\$420.00).

*(If the aforescribed Index for All Urban Consumers was not published for any period of time involved in any determination of a possible increase in the annual maintenance charge as aforesaid, then the Consumer Price Index (All Items, United States City Average) previously published by the Bureau of Labor Statistics shall be used for such period of time.)

- (c) If any lot shall be subject to the aforesaid maintenance charge for less than a full calendar year, then the assessment for any such partial year shall be calculated on a pro rata basis.

In recognition of the possibility that it may be desirable that the Association be able to levy a special assessment from time to time by action of the Board of Directors of the Association for the purpose of defraying all or part of the cost of any construction, repair or replacement of capital improvements upon any common area which has been duly annexed hereunder and which is dedicated for the use and benefit of the members of the Association (including fixtures and personal property related thereto), the following described procedure is hereby established for imposing any special assessment for such capital improvements, to-wit:

- (d) A special meeting of all members of the Association shall be called in accordance with all regular requirements for a special meeting of the members; provided, that written notice of any such meeting shall be given to all members specifying that the purpose of the meeting is to vote on a proposed special assessment for defraying the cost of proposed capital improvements (which are to be generally described in the notice), and further provided that such notice shall be sent to all members not less than thirty (30) days nor more than sixty (60) days prior to the date of such meeting.

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- (e) The first special meeting of the members called for the purpose of approving the levy of a particular special assessment shall require the presence at the meeting (either in person or by proxy) of members entitled to cast at least sixty percent (60%) of all votes of each class of membership in the Association in order to constitute a quorum for valid action. If the required quorum is not present at such first-called meeting, another special meeting may be called with respect to that particular special assessment, subject to the same notice requirements, and the required quorum at the 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 sixty (60) days following the preceding meeting.
- (f) At least two-thirds (2/3rds) of a valid quorum of votes of each class of membership represented at the meeting (either in person or by proxy) must be voted in favor of any special assessment for capital improvements.

ARTICLE 21. MAINTENANCE ASSOCIATION LIEN.

A lien is hereby established on the lots subject to these Restrictions to secure the payment of the maintenance charge established hereby, and all present and subsequent owners of said lots should convey such lots with an appropriate reference to the recordation of these Restrictions in the Official Public Records of Real Property of Harris County, Texas, together with a recitation that said lien has been retained against each lot for the benefit of the Association. The owner or owners of any lot subject to these Restrictions shall be deemed to have covenanted and agreed to pay the aforesaid maintenance charge by acceptance of a conveyance or other transfer of title to such lot, even though the reference and recitation referred to above is not made.

The aforesaid lien shall secure payment of the maintenance charge and all past-due interest which may accrue thereon, together with all reasonable expenses, costs, and attorney's fees which may be incurred in connection with the collection thereof. Said lien shall run with the land and be a continuing charge on the land assessed, and shall also be a personal obligation of the owner(s) of each lot to the extent of the maintenance charge attributable to such owner(s) period of ownership.

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ARTICLE 22. MAINTENANCE ASSOCIATION SERVICES.

The services or things which may be furnished and paid for by the Association out of the maintenance fund shall include, but not be limited to, the maintenance and repair of streets, parkways and esplanades; mowing and cleaning of vacant lots; the acquisition of common area property for recreational or other purposes and the construction, installation, operation, maintenance, repair and replacement of any facilities or improvements placed thereon (subject to the limitations herein set forth with respect to expenditures for such purposes); fire, police and security patrol services; installing, maintaining, replacing and paying for the operation of street lighting; providing, maintaining, and replacing shrubbery, plants, grass, trees, monuments, gate-ways, and other landscaping or decorative improvements at subdivision entrances and elsewhere in esplanades, parkways, street rights-of-way and other areas; fogging for insect control; the collection of garbage and other waste (the point of collection to be at the discretion of the Association, for example, back door, front curb, or other location), paying legal and other expenses for the enforcement of the provisions of these restrictions; paying all taxes assessed against the Association's property; and any and all other services or things which the Association shall deem necessary or desirable for the maintenance and improvement of the aforementioned Subdivision and the approaches thereto, it being expressly provided that the Association shall not be limited to the particular items set forth above, nor shall the Association be required to furnish and pay for any of said particular items (other than the priority items hereinafter recited). Also, the Association shall be under no obligation to continue to furnish and pay for any particular service or thing after the commencement thereof (other than said priority items).

In regard to the aforescribed services or things to be furnished and paid for by the Association, it is hereby established that installing, maintaining, replacing and paying for the operation of street lighting, together with providing, maintaining and replacing shrubbery, plants, grass, trees, monuments, gate-ways, flag and flagpoles, and other landscaping or decorative improvements at the West Road subdivision entrance and other subdivision entrances and elsewhere in esplanades, parkways, street rights-of-way and other areas, shall be mandatory items which are to be paid for first from maintenance charge funds.

The proceeds of the maintenance charge provided for herein shall not be used to reimburse Bandura Corp. or the Developer, or their successors in interest, for any capital expenditures incurred by it in the construction of, or other improvement of, any common area recreational facilities situated within or outside the boundaries of the Winchester Country Trails subdivision complex, nor shall any expenses of operation or maintenance of such facilities which have been installed by Bandura

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Corp. or the Developer, be paid for with maintenance charge proceeds prior to the conveyance of such facilities, fully completed and unencumbered, to the Association.

ARTICLE 23. MAINTENANCE ASSOCIATION MEMBERSHIP.

Every person or entity owning of record either the entire fee title or an undivided interest in the fee title to any residential lot situated in the Subdivision, or in any other area duly annexed thereto and brought under the jurisdiction of the Association as hereinafter provided, shall be a member of such corporation. (The foregoing is not intended to include persons or entities holding an interest in a lot merely as security for the performance of an obligation.) Membership shall be appurtenant to and may not be separated from ownership of such lot.

The Association shall have two classes of members, with voting rights as follows:

Class A members shall be all of the owners, other than Bandura Corp. and the Developer, of residential lots situated in the aforementioned Subdivision and in any other area duly annexed thereto, as hereinafter provided. Voting rights of Class A members shall be limited to one vote for each lot owned. If any lot is owned by more than one person or entity, all such persons or entities shall be members and the vote to which such lot is entitled shall be exercised as the owners of such lot may determine among themselves.

Class B member or members shall be Bandura Corp. and the Developer and any other developers of any other subdivision areas duly annexed to the aforementioned Subdivision as hereinafter provided. The Class B membership shall be entitled to three (3) votes for each residential lot owned until such time as the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or on December 31, 2001, whichever date occurs the earliest. After the earliest to occur of the foregoing dates, the voting rights of the Class B membership shall be automatically converted to one (1) vote for each lot owned, the same as the Class A membership. It is specially provided, however, that at any time other subdivision areas are duly annexed to the aforementioned Subdivision in the manner hereinafter set out, the voting rights as to lots owned by the Class B membership shall (if previously converted to one vote per lot) automatically revert to three (3) votes for each lot owned until such time as the total votes outstanding in the Class A membership throughout the aforementioned Subdivision and any duly annexed area, collectively, shall equal or exceed the total votes outstanding in the Class B membership throughout such total area, or until December 31, 1995, whichever date occurs the earliest,

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at which time Class B voting rights shall be automatically converted to one (1) vote for each lot owned.

The initial Board of Directors of the Association were composed of Lieven J. Van Riet, Lieven J. Van Riet Jr. and James Crowell.

The aforesaid initial Board of Directors shall hold office until such time as at least 25% of the lots in the aforementioned initial subdivision are owned by persons or entities other than Bandura Corp. and the Developer, at which time the Board of Directors shall call a special meeting of only the Class A members of the corporation for the purpose of holding an election to elect a Director to replace one of said initial Directors (the retiring Director to be determined by the members of the initial Board), said Director so elected to serve until the next regular annual meeting of the members of the corporation. The two remaining members of the initial Board of Directors shall continue to hold office until such time as the voting rights of the Class B membership of the corporation shall be automatically converted to the same voting rights as the Class A membership (as specified above and in the Articles of Incorporation), at which time the Board of Directors shall call a special meeting of all members of the corporation for the purpose of holding an election to select another Director to replace one of the two remaining members of the initial Board of Directors, said Director so elected to serve until the next regular annual meeting of the members of the corporation. The then-remaining member of the initial Board of Directors shall continue to hold office until such time as the Class B members have sold to other persons or entities all residential lots in the aforementioned subdivision and in any other area duly annexed thereto (as thereafter provided).

In case of the resignation, death or incapacity to serve of any of the aforesaid initial Directors during the period for which such Director is to hold office, the remaining Director or Directors of said initial Board shall appoint a successor to serve the balance of the term of office of said Director, except that in the case of resignation, death, or incapacity to serve of the last said initial Director to hold office, Developer or its successors or assigns shall appoint a successor to serve the balance of the term of office of said initial Director.

At each regular annual meeting of the members of the corporation prior to the conversion of the voting rights of the Class B membership to the same voting rights as the Class A membership, the Class A members only shall elect for a term of one year the one Director that the Class A membership separately is then entitled to elect, as provided above. At each regular annual meeting of the members after the voting rights of the Class B membership have been converted hereunder to the same voting rights as the Class A membership, the total membership

092-80-0194

shall elect for a term of one year the two Directors that the membership is then entitled to elect. At the first regular annual meeting of the members after the Class B members have sold to other persons or entities all residential lots situated in the aforesaid subdivision (and in any other subdivision areas duly annexed thereto as hereinafter provided), all members of the corporation shall elect at least one Director for a term of one year, at least one Director for a term of two years, and at least one Director for a term of three years, and at each regular annual meeting thereafter the membership shall elect at least one Director for a term of three years.

In the case of the resignation, death or incapacity to serve of any of the aforesaid Directors elected to office by the members of the corporation, a special meeting of the members entitled to elect such Director shall be called to elect a successor to serve the balance of the term of said Director.

Any Director elected by the members of the corporation may be removed from the Board, with or without cause, by a majority vote of those members of the corporation who were entitled to vote for the election of such Director, and in the event of such removal of a Director, a successor shall be elected to serve for the unexpired term of such removed Director by a special election to be held by those members of the corporation who were entitled to vote for the election of the Director so removed.

No Director shall receive compensation for any service he may render to the corporation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

The By-Laws of the aforesaid Association shall provide that any and all members of the Association shall have the right to inspect the books and records of said Association at its principal offices at all reasonable times.

ARTICLE 24. MAINTENANCE ASSOCIATION COMMON PROPERTY.

There has been a dedication of common area and common area facilities in conjunction with the development of the aforesaid Subdivision. Each lot owner shall have a right and easement of enjoyment in and to the common area and common area facilities which have been annexed to the aforesaid Subdivision and dedicated for the use and enjoyment of the members of the Association, which right and easement shall be appurtenant to and shall pass with the title to each lot, subject to the following:

- (a) the right of the Association to charge reasonable admission and other fees and to establish reasonable rules and regulations covering the use of the

092-80-0195

common area and any recreational facility situated upon the common area;

- (b) the right of the Association to suspend a member's voting rights and rights to the use of the common area and any recreational facilities thereon for any period of time during which any assessment against such member's lot remains unpaid, and to suspend such rights for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the common area or any common area facilities to any public agency or authority having the same or similar purposes as the Association, subject to such conditions as may be reserved in the dedication or transfer. No such dedication or transfer shall be effective unless an instrument approving such dedication or transfer has been signed by at least two-thirds (2/3rds) of the members in each class of membership in the Association and has been recorded; and
- (d) The right of any lot owner to delegate his right and easement of enjoyment in and to the common area and common area facilities to the members of his family, his tenants, or contract purchasers who reside on the property, in accordance with the By-Laws of the Association.

ARTICLE 25. ANNEXATION OF ADDITIONAL AREAS.

The Association is authorized under its Articles of Incorporation to also provide maintenance services similar to those contemplated herein for the benefit of other residential subdivision areas in which the lots are made subject to deed restrictions providing for the establishment of a maintenance charge uniform with that specified by the Winchester Meadows Maintenance Association for other Sections of Winchester Meadows, such other subdivision areas are duly "annexed" to Winchester Meadows, Maintenance Association, and such other subdivision areas as may have been annexed thereto in the manner hereinafter set out, are comprised of land within the area described in Exhibit "B".

In this regard it is specially provided that the officers and directors of the Association shall be entitled to combine maintenance charge monies received from subdivision areas which have been joined together by annexation into a single fund and provide and pay for services on behalf of all subdivision areas being served by the Association without the necessity of

092-80-0196

any allocation to particular lots or subdivision areas. The owner of each lot affected hereby shall be deemed to have agreed to this provision by his acceptance of a conveyance or other transfer of title to such lot.

ARTICLE 26. RIGHTS OF MORTGAGEES.

It is specially provided that the lien hereby created to secure the payment of the maintenance charge specified in these Restrictions shall be subordinate to and shall not affect the enforcement of any vendor's lien or deed of trust lien now of record or which may hereafter be placed of record against any lot covered hereby and/or any improvements located thereon. However, such lots shall nevertheless remain subject to said maintenance charge, and the sale or transfer of any lot pursuant to foreclosure of any such superior lien shall extinguish the lien securing the maintenance charge only as to any maintenance charge attributable to such lot for the period of time prior to such sale or transfer.

It is further provided that, as a condition precedent to any proceeding to enforce the lien securing said maintenance charge, where there is any other valid and subsisting lien outstanding, the Association shall give the holder of such other lien at least thirty (30) days' advance written notice of any proposed action of enforcement by the Association and thereby provide such other lienholder an opportunity to remedy the default of the lot owner. Such notice shall be given by certified or registered mail, return receipt requested.

ARTICLE 27. TERM OF RESTRICTIONS.

These restrictions are to run with the land, and shall be binding upon and inure to the benefit of the Developer and the Association, their respective successors and assigns, and all future owners of the residential lots located in the aforementioned Subdivision until December 31st of the year 2023 A.D.

The aforescribed initial term of these Restrictions shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking these Restrictions, in whole or in part, is recorded in the Official Public Records of Real Property of Harris County, Texas, at least six (6) months prior to said initial expiration date or the expiration of any 10-year extension period. Any such instrument of revocation must be executed by the then-owners of at least three-fourths (3/4ths) of the collective number of restricted lots situated in the aforementioned Subdivision and any other residential subdivision area which has been duly annexed thereto as specified herein.

092-80-0197

ARTICLE 28. ENFORCEMENT OF RESTRICTIONS.

The Board of Directors of the aforesaid Association, the owner or owners of any residential lot subject to these Restrictions, or the Developer (until all lots subject hereto have been sold or otherwise conveyed to persons or entities other than commercial homebuilders) shall have the right to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of these Restrictions. Also, the Board of Directors of the Association shall have the right to bring an action at law to foreclose the lien hereby established to secure the payment of the aforesaid maintenance charge if any lot owner fails to cure any such default within thirty (30) days after notice thereof from the Association. The plaintiff in any of the aforescribed proceedings shall be entitled to recover from the defendant in such action all reasonably necessary costs and expenses attendant upon bringing such action, including a reasonable attorney's fee. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any lot covered hereby by acceptance of a conveyance or other transfer of title to such lot.

Invalidation of one or more of the provisions of these Restrictions, by court order or otherwise, shall in no way affect any other provision hereof, and all such remaining provisions not expressly invalidated shall continue in full force and effect.

ARTICLE 29. ASSIGNMENT BY DEVELOPER AND MAINTENANCE ASSOCIATION.

The Developer may at any time assign to the Association any and all rights reserved to the Developer hereunder. Any such assignment shall be evidenced by an instrument in writing recorded in the Official Public Records of Real Property of Harris County, Texas. If not previously assigned, all such rights reserved to Developer hereunder shall automatically vest in the Association when all lots covered by these Restrictions have been sold or otherwise conveyed from Developer to other persons or entities.

The Association may at any time assign or delegate to a committee or designated representative any and all approved rights reserved to the Association hereunder. Any such assignment or delegation shall be evidenced by a resolution of the Board of Directors of the Association.

ARTICLE 30. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM.

An underground electric distribution system is to be installed by Houston Lighting & Power Company (hereinafter called "electric company") in that part of Winchester Meadows, Section

092-80-0198

One (1), (hereinafter designated as the Underground Residential Subdivision), which embraces all of the residential lots which are to be platted in the Underground Residential Subdivision. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner/developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of 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 shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair, and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner/developer, 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 electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company is to install the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of

092-80-0199

which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the electric 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 each affected lot, or the applicant for service to any mobile home, shall pay to the electric 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 the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in any Reserve(s) shown on the plat of the Underground Residential Subdivision, as such plat exists at the execution of the agreement for underground electric service between the electric company and developer 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 owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

ARTICLE 31. AMENDMENT OF RESTRICTIONS.

Subject to the requirements of Article 27 hereof, these Restrictions may be amended at any time prior to the termination hereof by a combination of (i) recording in the Official Public Records of Real Property of Harris County, Texas an instrument signed by the then-owners of at least three-fourths (3/4ths) of the number of restricted lots situated in the aforementioned Subdivision and (ii) a Resolution of the Board of Directors of the Association approving the amendment.

092-80-0200

14th IN WITNESS WHEREOF, this instrument is executed this
day of March, 1994.

"DEVELOPER"

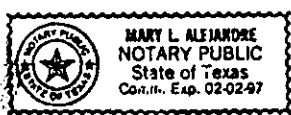
BANDURA CORP.

BY: [Signature]
NAME: Lieven J. Van Rie, Jr.
TITLE: President

THE STATE OF TEXAS))
))
COUNTY OF HARRIS))

BEFORE ME, the undersigned authority, on this day personally
appeared Lieven J. Van Rie, Jr., known to me to be the
person whose name is subscribed to the foregoing instrument as
the President of Bandura Corp., who acknowledged to me that he
executed the same in the capacity and for the purposes and con-
sideration therein stated, and as the act and deed of said corpo-
ration.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day
of March, 1994.



Mary L. Alejandre
Notary Public, State of Texas

RETURN TO: JESSICA LEONARD
P. O. BOX 1504
HOUSTON, TEXAS
77251-1504

092-80-0701

DESCRIPTION

15.9276 acres of land situated in the Charles Clarkson Survey, Abstract 190, Harris County, Texas, being a portion of Satsuma Land Company Subdivision as shown on plat thereof recorded in Volume 3, Page 35 of the Map Records of Harris County, Texas, the subject 28.3472 acre tract being a portion of that certain 776.655 acre tract referred to as Tract Number 2, described in deed recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code Number 053-03-1049, and a portion of that certain 50 acre tract described in deed recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code Number 124-21-0733, said 15.9276 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the southerly right-of-way line of West Road (based on a width of 100.00 feet) described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number G155167, and in the westerly line of that certain 100 foot wide Houston Lighting to Power Company Fee Strip described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number D852015;

Thence, S 00°42'15" E, with the westerly line of 100 foot wide Houston Lighting & Power Company Fee Strip, a distance of 1523.66 feet to a 3/4 inch galvanized iron pipe found for the northeasterly corner of that certain called 0.6762 acre tract being a 15 foot wide strip dedicated for drainage easement widening recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number F624944;

Thence, N 80°35'39" W, with the northerly line of the 0.6762 acre tract, a distance of 445.00 feet to a 5/8 inch iron rod found in the proposed easterly right-of-way line of Ranchstone Drive;

Thence, N 09°24'21" E, with the proposed easterly right-of-way line of Ranchstone Drive, a distance of 94.91 feet to a 3/4 inch iron rod set for the point of curvature of a curve to the left;

Thence, in a northeasterly direction, with the proposed easterly right-of-way line of Ranchstone Drive, along said curve to the left having a central angle of 10°06'36", a radius of 1380.00 feet, an arc length of 243.51 feet to 5/8 inch iron rod found for the point of tangency of said curve;

Thence, N 09°24'15" W, with the proposed easterly right-of-way line of Ranchstone Drive, a distance of 194.86 feet to a 5/8 inch iron rod found at the southeasterly corner of Winchester Country Trails Section Five as recorded in Volume 330, Page 58 of the Map Records of Harris County, Texas;

EXHIBIT "A"

Page 1 of 2
15.9274 Acres

092-80-0202

Thence, N 00°42'15" W, with the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, a distance of 210.47 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the left;

Thence, in a northerly direction with the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, along said curve to the left having a central angle of 25°48'27", a radius of 630.00 feet and an arc length of 283.77 feet to a 5/8 inch iron rod found for the point of tangency of said curve;

Thence, N 26°30'42" W, continuing with the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, a distance of 148.74 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right;

Thence, in a northerly direction with the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, along said curve to the right having a central angle of 35°55'03", a radius of 464.81 feet and an arc length of 291.38 feet to a 5/8 inch iron rod found for the point of tangency of said curve;

Thence, N 09°24'21" E, continuing along the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, a distance of 86.71 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right;

Thence, in a northeasterly direction along the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, along said curve to the right having a central angle of 90°00'00", a radius of 25.00 feet and an arc length of 39.27 to a 5/8 inch iron rod found for the point of tangency in the southerly right-of-way line of West Road;

Thence, S 80°35'39" E, along the southerly right-of-way line of said West Road, a distance of 530.75 feet to the POINT OF BEGINNING and containing 15.9276 acres of land.

RUSS & STANDLEY SURVEYING COMPANY, INC.


Registered Professional Land Surveyor
Texas Registration Number: 2042



092-80-0203

DESCRIPTION
TRACT 2

20.3472 acres of land situated in the Charles Clarkson Survey, Abstract 190, Harris County, Texas, being a portion of Salsuma Land Company Subdivision as shown on plat thereof recorded in Volume 3, Page 35 of the Map Records of Harris County, Texas, the subject 20.3472 acre tract being a portion of that certain 776.655 acre tract referred to as Tract Number 2, described in deed recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code Number 053-03-1049, and a portion of that certain 50 acre tract described in deed recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code Number 124-21-0733, said 20.3472 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch galvanized iron pipe found in the westerly line of that certain 100 foot wide Houston Lighting & Power Company Fee Strip described in deed recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number D0852015, Film Code Number 160-24-0557, and marking the northeasterly corner of that certain 0.6762 acre tract being a 15 foot strip dedicated for drainage easement widening recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code Number 196-18-0109;

Thence, N 00°35'39" W, with the northerly line of said 0.6762 acre tract, a distance of 1455.99 feet to a 5/8 inch iron rod found for the southeast corner of that certain 5.276 acre tract;

Thence, N 00°32'09" W, with the east line of said 5.276 acre tract, a distance of 505.53 feet to a 5/8 inch iron rod found for corner in the south right-of-way line of Gold Point Drive (based on a width of 60 feet) being in common with the south line of Winchester Country Trails, Section Five, as per plat recorded in Volume 330, Page 58 of the Map Records of Harris County, Texas;

Thence, N 89°27'51" E, with the common south line of said Gold Point Drive and said Winchester Country Trails, Section Five, a distance of 50.40 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right;

Thence, in an easterly direction along the common south line of said Gold Point Drive and said Winchester Country Trails, Section Five, and with the arc of said curve to the right having a central angle of 09°56'30", a radius of 890.00 feet and an arc length of 154.43 feet to a 5/8 inch iron rod found for the point of tangency;

Thence, S 00°35'39" E, continuing along the common south line of said Gold Point Drive and said Winchester Country Trails, Section Five, a distance of 560.66 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the left;

Page 1 of 3
20.3472 Acres

EXHIBIT "B"
Page 1 of 5

092-80-0204

Thence, in an easterly direction along the common south line of said Gold Point Drive and said Winchester Country Trails, Section Five, and with the arc of said curve to the left having a central angle of $10^{\circ}06'37''$, a radius of 880.00 feet and arc length of 155.28 feet to a 5/8 inch iron rod found for the point of tangency;

Thence, N $89^{\circ}17'45''$ E, continuing along the common south line of said Gold Point Drive and said Winchester Country Trails, Section Five, a distance of 28.58 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right;

Thence, in a southeasterly direction along the common southerly line of said Gold Point Drive and said Winchester Country Trails, Section Five, and with the arc of said curve to the right having a central angle of $90^{\circ}00'00''$, a radius of 25.00 feet and an arc length of 39.27 feet to a 5/8 inch iron rod found for the point of tangency in the westerly right-of-way line of Ranchstone Drive (based on a width of 60 feet);

Thence, N $89^{\circ}17'45''$ E, continuing with the south line of said Winchester Country Trails, Section Five, crossing said Ranchstone Drive, for a distance of 60.00 feet to a 5/8 inch iron rod found in the easterly right-of-way line of said Ranchstone Drive and marking the southeasterly corner of said Winchester Country Trails, Section Five;

Thence, N $00^{\circ}42'15''$ W, with the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, a distance of 210.47 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the left;

Thence, in a northerly direction with the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, and with the arc of said curve to the left having a central angle of $25^{\circ}48'27''$, a radius of 630.00 feet and an arc length of 283.77 feet to a 5/8 inch iron rod found for the point of tangency;

Thence, N $26^{\circ}30'42''$ W, continuing with the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, a distance of 148.74 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right;

Thence, in a northerly direction with the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, and along the arc of said curve to the right having a central angle of $35^{\circ}55'03''$, a radius of 464.81 feet and an arc length of 291.38 feet to a 5/8 inch iron rod found for the point of tangency;

Thence, N $09^{\circ}24'21''$ E, continuing along the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, a distance of 06.71 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right;

Thence, in a northeasterly direction along the common easterly line of said Ranchstone Drive and said Winchester Country Trails, Section Five, and with the arc of said curve to the right having a central angle of $90^{\circ}00'00''$, a radius of 25.00 feet and an arc length of 39.27

Page 2 of 3
20.3472 Acres

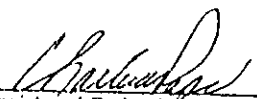
092-80-0205

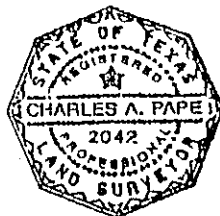
to a 5/8 inch iron rod found for the point of tangency in the southerly right-of-way line of West Road (based on a width of 100 feet), as recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number G155167, Film Code Number 133-05-2015 and 153-92-1125;

Thence, S 80°35'39" E, along the southerly right-of-way line of said West Road, a distance of 530.75 feet to a 3/4 inch galvanized iron pipe found for corner in the westerly line of the aforementioned 100 foot wide Houston Lighting & Power Company Fee Strip;

Thence, S 00°42'16" E, with the westerly line of said 100 foot wide Houston Lighting & Power Company Fee Strip, a distance of 1523.66 feet to the POINT OF BEGINNING and containing 28.3472 acres of land.

RUSS & STANDLEY SURVEYING COMPANY, INC.


Registered Professional Land Surveyor
Texas Registration Number: 2042



Date: June 16, 1987
DWG. No: R/S 809-T-2
Job No: 78-038-201
File No: C78-038.201
Revised: May 27, 1993

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

Page 3 of 3
28.3472 Acres

Page 3 of 5

DESCRIPTION
TRACT 3

092-80-0206

27.4812 acres of land situated in the Charles Clarkson Survey, Abstract 190 and the F. McNaughton Survey, Abstract 553, Harris County, Texas, being a portion of Saturnia Land Company Subdivision as shown on plat thereof recorded in Volume 3, Page 35, Map Records of Harris County, Texas, the subject 27.4812 acres being a portion of that certain 776.655 acre tract referred to as Tract No. 2, described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 053-03-1049, said 27.4812 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch galvanized iron pipe found in the westerly line of that certain 100 foot wide Houston Lighting & Power Company Fee Strip, described in deed recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number D052015, Film Code Number 160-24-0557, at the intersection with the northerly right-of-way line of West Road (based on a width of 100 feet), described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number G155167, Film Code Numbers 153-92-1125 and 133-05-2015;

Thence, N 00°35'39" W, with the northerly right-of-way line of said West Road, a distance of 547.92 feet to a 5/8 inch iron rod found for the southeasterly corner of that 2.5302 acre tract of land described in deed in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number G155167, Film Code Number 133-05-2015 said 2.5302 acre tract of land being Ranchstone Drive (based on a width of 60.00 feet);

Thence, N 35°35'39" W, with an easterly line of Ranchstone Drive, a distance of 14.14 feet to a 5/8 inch iron rod found for corner;

Thence, N 09°24'21" E, with an easterly line of Ranchstone Drive, a distance of 352.56 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the left;

Thence, in a northwesterly direction with an easterly line of Ranchstone Drive and along the arc of said curve to the left having a central angle of 40°34'06", a radius of 600.00 feet and an arc length of 424.83 feet to a 5/8 inch iron rod found for the point of tangency;

Thence, N 31°09'45" W, with a northeasterly line of Ranchstone Drive, a distance of 533.74 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the left;

Thence, in a westerly direction with a northerly line of Ranchstone Drive and along the arc of said curve to the left having a central angle of 84°04'56", a radius of 330.00 feet and an arc length of 404.28 feet to a 5/8 inch iron rod found for the point of tangency;

Thence, S 64°45'19" W, with a northerly line of Ranchstone Drive, a distance of 81.34 feet to a 5/8 inch iron rod found for the point of the southeasterly corner of a 4.897 acre tract of land;

Page 1 of 2
27.4812 Acres

092-80-0207

Thence, N 00°32'09" W, with the east line of said 4.897 acre tract of land, a distance of 407.29 feet to a 5/8 inch iron rod found for corner in the southeasterly line of that certain 50 foot Transcontinental Pipe Line right-of-way described in a deed recorded in Volume 2108, Page 231 of the Deed Records of Harris County, Texas;

Thence, N 64°45'19" E, with the southeasterly line of said Transcontinental Pipe Line right-of-way, a distance of 622.71 feet to a 5/8 inch iron rod found for corner in the southwesterly line of that certain 14.8965 acre tract of land granted for White Oak Bayou right-of-way and described in deed recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code No. 090-89-2438;

Thence, S 31°09'45" E, with the southwesterly line of said 14.8965 acre tract, a distance of 805.93 feet to a 3/4 inch galvanized iron pipe found for an angle point;

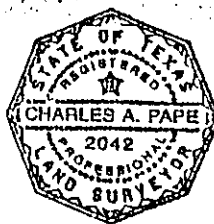
Thence, S 60°54'45" E, with a southwesterly line of said 14.8965 acre tract, a distance of 263.99 feet to a 3/4 inch galvanized iron pipe found for an angle point;

Thence, N 89°20'15" E, with a southerly line of said 14.8965 acre tract, a distance of 119.87 feet to a 3/4 inch galvanized iron pipe found for corner in the westerly line of the aforementioned 100 foot wide Houston Lighting & Power Company Fee Strip;

Thence, S 00°42'15" E, with the westerly line of said 100 foot wide Houston Lighting & Power Company Fee Strip, a distance of 1263.51 feet to the POINT OF BEGINNING and containing 27.4812 acres of land.

RUSS & STANDLEY SURVEYING COMPANY, INC.

Charles A. Pape
Registered Professional Land Surveyor
Texas Registration Number: 2042



Date: June 16, 1987
DWG. No: R/S 809-T-2
Job No: 78-038-201
File No: D78-038.201
Revised: May 27, 1993

HARRIS COUNTY, TEXAS
PROPERTY CLERK

94 MAR 17 PM 2:02

FILED

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

Page 2 of 2
27.4812 Acres

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, FADING OR
PHOTO COPY, DUCK-CLIP PAPER, ETC.

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092-60-0208

ANY PROVISION HEREIN WHICH ATTEMPTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me, and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas.

MAR 17 1994



Beverly B. Kefauver

COUNTY CLERK
HARRIS COUNTY, TEXAS