M380246

AGREEMENT

THIS AGREEMENT is made and entered into on this 23rd day of October, 1989, by and between GREEN TRAILS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation ("GREEN TRAILS"), TRENDMAKER, INC., a Texas corporation ("TRENDMAKER"), and ACADEMY DEVELOPMENT, INC., a Texas corporation ("ACADEMY").

W I T N E S S E T H:

WHEREAS, GREEN TRAILS is a community association having certain rights powers, duties and obligations with regard to Green Trails, Section One (1), a subdivision located in Harris County, Texas, according to the map or plat thereof filed for record in Volume 303, Page 11, of the Map Records of Harris County, Texas, and the recreational facilities situated in such subdivision; and

WHEREAS, adjacent to the Green Trails, Section One (1), subdivision is a undeveloped tract of land containing 76.3542 acres, more or less (such tract of land being more fully described in Exhibit "A" attached hereto and hereafter referred to as "the Property"), which was previously owned by TRENDMAKER; and

WHEREAS, by warranty deed dated on or about March 19, 1984, TRENDMAKER conveyed title to the Property to Wadkins Corporation, Inc., a Texas corporation; and

WHEREAS, at the time the Property was conveyed to Wadkins Corporation, Inc. by TRENDMAKER certain unrecorded covenants, conditions and restrictions dated March 19, 1984 ("the Restrictions"), were imposed upon the Property to assure its development as a residential subdivision, a true copy of the Restrictions being attached hereto as Exhibit "B" and incorporated herein by this reference for all purposes; and

WHEREAS, by virtue of the express provisions of the Restrictions, only TRENDMAKER, its successors and assigns, and persons entitled to enforce the restrictions applicable to Green Trails, Section One (1), are entitled to enforce the Restrictions, and only TRENDMAKER is authorized to agree to allow the Property to be used or developed in a manner inconsistent with the Restrictions; and

WHEREAS, at the time the Restrictions were imposed upon the Property, a contract was entered into by and between GREEN TRAILS and Wadkins Corporation, Inc. ("the Contract") which purports to grant to Wadkins Corporation, Inc. and all subsequent owners of the Property, or any portion thereof, an easement for the non-exclusive use and enjoyment of the recreational facilities situated in Green Trails, Section One (1), a true copy of the Contract being attached hereto as Exhibit "C"; and

WHEREAS, GREEN TRAILS does not recognize the validity of the Contract, thereby creating doubt and controversy with regard to the enforcement of the Contract; and

WHEREAS, ACADEMY is the sole present owner of the Property and desires to develop the Property into residential subdivision in a manner inconsistent with the Restrictions and BNP FINANCE SOUTHWEST CORPORATION ("BNP") is the sole lienholder on the Property; and

WHEREAS, TRENDMAKER desires to retain its rights to join in further amendments to the Restrictions because of its ongoing ownership and development of property in the vicinity of the Property and its intangible interest in the satisfaction of former and future customers; and

WHEREAS, in return for ACADEMY's and BNP's recognition of the Restrictions, TRENDMAKER and GREEN TRAILS desire to join in an amendment to the Restrictions as hereinafter provided to allow the development of the Property as proposed by ACADEMY and to provide that further amendments to the Restrictions shall require the joinder of TRENDMAKER and GREEN TRAILS, as well as the owner of the Property;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. The Restrictions, hereby recorded and placed in force as covenants running with title to the Property, are hereby amended to provide that they may not be amended or modified by the owner of the Property without the written joinder and consent of both GREEN TRAILS and TRENDMAKER.

2. ACADEMY hereby represents and warrants to TRENDMAKER and GREEN TRAILS that it is the owner in fee simple of one hundred percent (100%) of the Property, excepting only those areas conveyed to public governmental authorities in fee simple for

street or utility purposes, and that the Property is not encumbered by any other liens than the lien held by BNP. The parties hereto expressly stipulate that the amendment of the Restrictions, as contained in paragraph 3 hereof is conditioned and contingent upon the accuracy and truthfulness of the foregoing representations and warranties made by ACADEMY.

3. The parties hereto hereby amend the Restrictions to allow the Property to be developed in accordance with the following restrictions:

a. The Property shall be used and developed only for single-family, detached homes;

b. That portion of the Property north of Greenwind Chase shall be developed into a maximum of forty-two (42) residential lots; the home on each such lot shall contain at least 4,000 square feet of living space, exclusive of garages and porches;

c. That portion of the Property south of Greenwind Chase shall be developed into a maximum of eighty-four (84) residential lots; the home on each such lot shall contain at least 3,500 square feet of living space, exclusive of garages and porches.

4. ACADEMY, for itself and its successors in title to the Property, agrees to develop the Property in accordance with the Restrictions as hereby amended and set forth in paragraph 3 of this Agreement and to incorporate the terms of the Restrictions as hereby amended into a Declaration of Covenants, Conditions and Restrictions for the Property to be recorded in the Real Property Records of Harris County, Texas, as soon as practicable.

5. ACADEMY hereby expressly acknowledges and agrees that TRENDMAKER and GREEN TRAILS shall have the right to enforce the Restrictions, as hereby amended and set forth in paragraph 3 of this Agreement, by any remedy available at law or in equity.

6. GREEN TRAILS and ACADEMY, as successor in title to Wadkins Corporation, Inc., hereby mutually agree to terminate as of the date of execution hereof the Contract and the easement for the non-exclusive right of use and enjoyment of the recreational facilities within Green Trails, Section One (1), and ingress and egress across property owned by GREEN TRAILS for the purpose of using such recreational facilities.

7. ACADEMY agrees to indemnify and hold BNP, TRENDMAKER and GREEN TRAILS, their respective officers and directors, harmless from and against any and all claims for

165-74-2403

damages in any way related to the use and development of the Property or any portion thereof.

8. The Restrictions, as hereby amended and set forth in paragraph 2 of this Agreement, are hereby further amended such that they shall be in effect for a term of five (5) years commencing upon the date this Agreement is recorded in the Real Property Records of Harris County, Texas.

9. This Agreement may not be amended or modified other than by an instrument in writing signed by TRENDMAKER, GREEN TRAILS and the owners of the Property, and recorded in the Official Public Records of Real Property of Harris County, Texas.

10. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their successors and assigns.

11. All parties acknowledge that upon execution hereof, this Agreement shall be recorded in the Official Public Records of Real Property of Harris County, Texas.

12. BNP agrees to execute this Agreement for the purposes of consenting to, confirming and adopting the Restrictions, as hereby amended and set forth in this Agreement, and for the purpose of subordinating its lien to such Restrictions.

Green Trails Homeowners Association, Inc.

Jerome L. Powell, President

Trendmaker, Inc.

William E. Dalton, Jr.
Executive Vice-President

Academy Development Inc.

J. Hollis Dealy, President

BNP Finance Southwest Corporation

Dominque N. Romain, President

FILED FOR RECORD
8:30 A.M.

OCT 30 1989

County Clerk, Harris County, Texas

AGR/Agree-888 (P.4)

EXHIBIT "A"

160-74-2431

FIELD NOTES

Description of 76.3542 acres (3,325,992 square feet) of land out of Lot 63 of Meadow Brook Farms as recorded in Volume 1, Page 6 of the Harris County Map Records, located in the H.T. & B.R.R. Company Survey, Abstract No. 386, in Harris County, Texas and being more fully described by metes and bounds as follows (with bearings referenced to the Replat of Green Trails, Section Three as recorded in Volume 336, Page 32 of the Harris County Map Records):

BEGINNING at a 2 inch iron pipe found in the West right-of-way line of Greenhouse Road (Baker Road, 40 feet wide) marking the intersection of said right-of-way line with the common North line of Lot 63 and the South line of Lot 62 of said Meadow Brook Farms and being the Northeast corner of the herein described tract;

THENCE, SOUTH, along the West right-of-way line of said Greenhouse Road, a distance of 1734.00 feet to a 5/8-inch iron rod found in the South line of said Lot 63 and being in the common South line of said H.T. & B.R.R. Company Survey and the North line of the J. Habermacher Survey, Abstract No. 356, and marking the Southeast corner of the herein described tract;

THENCE, S 89° 56' 19" W, along the South line of said Lot 63 and the common line between said H.T. & B.R.R. Company and said Habermacher Surveys, a distance of 1918.29 feet to a 5/8-inch iron rod found for the Southwest corner of the herein described tract;

THENCE, NORTH, along the West line of this tract, passing at 4.51 feet a 5/8-inch iron rod found for the Southeast corner of Green Trails Village (as recorded in Volume 339, Page 122 of the Harris County Map Records), passing at 793.67 feet a 5/8-inch iron rod found in the Southerly right-of-way line of Greenwind Chase (90 feet wide) marking the Northeast corner of said Green Trails Village, passing at 883.67 feet an "x" cut in concrete found in the Northerly right-of-way line of said Greenwind Chase and marking the Southeast corner of the aforementioned Replat of Green Trails, Section Three, and continuing in all a distance of 1733.67 feet to a 5/8-inch iron rod found in the common North line of Lot 63 and the South line of Lot 62 of the aforementioned Meadow Brook Farms and marking the Northeast corner of said Replat of Green Trails, Section Three and the Northwest corner of the herein described tract;

THENCE, N 89° 55' 44" E, along the aforesaid common line between Lots 63 and 62 of said Meadow Brook Farms, a distance of 1918.29 feet to the POINT OF BEGINNING and containing 76.3542 acres of land. This description is based on a ground survey and plat prepared by Marion R. Clark, Registered Public Surveyor, dated August 10, 1939.

STATE OF TEXAS
MARION R. CLARK
1881
REGISTERED PUBLIC SURVEYOR

Marion R. Clark

Marion R. Clark
Registered Public Surveyor No. 1881

Miller Engrs.
8-09-1844
1844.FN1/JPP8

EXHIBIT (A)

160-74-2432

RESTRICTIONS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, by Warranty Deed of even date herewith, TRENDMAKER, INC., a Texas corporation ("Trendmaker"), as Grantor; has conveyed to the WADKINS CORPORATION, INC., a Texas corporation ("Wadkins"), as Grantee, a tract of land containing 76.3545 acres, more or less, being more particularly described by metes and bounds on Exhibit "A" being attached hereto and made a part hereof for all purposes by this reference (the "Property"); and

WHEREAS, in connection with said conveyance, First South Savings Association ("First South") has loaned certain funds to Wadkins as evidenced by a promissory note of even date herewith in the principal sum of $7,500,000.00, the payment of said note being secured by a Vendor's Lien and by Deed of Trust of even date herewith retained in said Deed to Bill E. King, Trustee, covering the Property; and

WHEREAS, as part consideration for said conveyance, it is agreed by Trendmaker, Wadkins and First South that the Property and the use thereof is hereby restricted as set forth in this instrument:

NOW THEREFORE, for and in consideration of the above stated premises and for and in further good and valuable consideration by each party paid, the receipt and sufficiency of which are hereby acknowledged, Trendmaker, Wadkins and First South hereby agree as follows:

1. The Property may only be used for the following purposes and may be developed only in accordance with the following restrictions, unless Trendmaker expressly agrees otherwise in writing:

a. The Property shall be used only for single family detached housing.

b. No house constructed on the Property, or on any portion thereof (or lot within the Property in the event the Property is subdivided) shall contain less than 4,000 square feet of living space, exclusive of garages and porches.

c. No house shall be constructed on any parcel of the Property (or lot within the Property in the event the Property is subdivided) unless said

This is to certify that the above is [illegible] and [illegible]

RELIANCE TITLE COMPANY

By [illegible]

EXHIBIT (B)

100-74-2433

parcel or lot contains at least 0.6 acres of land and not more than one house per lot or parcel shall be permitted.

d. There shall be constructed on the Property, no more than sixty (60) houses.

2. These Restrictions shall constitute covenants running with the land and are made for the benefit of and shall be enforceable by Trendmaker, its successors and assigns, and by persons entitled to enforce the Restrictions covering Green Trails, Section One recorded under Clerk's File No. H0261461 in the Official Real Property Records of Harris County, Texas.

3. These Restrictions shall be effective for a term of ten (10) years commencing on the date hereof and terminating ten (10) years thereafter.

EXECUTED this 19th day of MARCH, 1984.

TRENDMAKER, INC., a Texas corporation

BY: W. Dalton

Name: W. DALTON JR

Title: VICE PRESIDENT

THE WADKINS CORPORATION, INC., a Texas corporation

BY: Gary D Jadkins

Name: GARY D JADKINS

Title: President

FIRST SOUTH SAVINGS ASSOCIATION

BY: William V Lemay

Name: WILLIAM V LEMAY

Title: VP

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. G. DALTON JR, VICE PRESIDENT of TRENDMAKER, INC., 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.

160-74-2434

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March, 19..

Shirley A. Hutcherson
Notary Public in and for the State of Texas

THE STATE OF TEXAS $ SHIRLEY A. HUTCHERSON
$ Notary Public, State of Texas
COUNTY OF HARRIS $ My Commission Expires 3-5-86

BEFORE ME, the undersigned authority, on this day personally appeared Gary B. Wadkins, President of THE WADKINS CORPORATION, INC., 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 this the 19th day of March, 1984.

Sue R. Kaase
Notary Public in and for the State of Texas
SUE R. KAASE
My Commission expires Sept. 1987

THE STATE OF TEXAS $
$
COUNTY OF HARRIS $

BEFORE ME, the undersigned authority, on this day personally appeared William V. Lemos, Vice President of FIRST SOUTH SAVINGS ASSOCIATION, 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 this the 19th day of March, 1984.

Sue R. Kaase
Notary Public in and for the State of Texas
SUE R. KAASE
My Commission expires Sept 1987

CLARK SURVEYING COMPANY, INC.
1315 SHERWOOD FOREST DR. — HOUSTON, TEXAS 77043 — 713/461-1400

160-74-2435

August 25, 1983

FIELD NOTES

Field note description of a tract of land containing 76.3545 acres (3,326,002 square feet) which is out of Lot 63 of Meadow Brook Farms as recorded in Volume 1, Page 6, of the Harris County Map Records, in the H.T. & B.R.R. Co. Survey, Abstract No. 388, in Harris County, Texas, said 76.3545 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the plat of Green Trails Section Three as recorded in Volume 315, Page 115, of the Harris Count, Map Records):

POINT OF BEGINNING being a 1-inch pipe found on the West right-of-way line of Baker Road (40 feet wide) at the intersection with the North line of the aforesaid Lot 63 and the South line of Lot 62 of said Meadow Brook Farms, said 1-inch iron pipe marks the Northeast corner of this herein described tract;

THENCE, SOUTH, along the said West right-of-way line of Baker Road and the East line of this herein described tract for 1,734.00 feet to a 5/8-inch iron rod set in the South line of said Lot 63, the said H.T. & B.R.R. Co. Survey and the North line of the J. Habermacher Survey, Abstract No. 356, which marks the Southeast corner of this tract;

THENCE, S 89° 56' 19" W, along the said North line of the J. Habermacher Survey, the South line of said Lot 63 and the H.T. & B.R.R. Co. Survey and the South line of this 76.3545 acre tract for 1,918.29 feet to a 5/8-inch iron rod set at the Southwest corner of this tract, said iron rod bears N 89° 56' 19" E, for 1,385.99 feet from a 3/4-inch iron pipe found at the Northwest corner of the said J. Habermacher Survey;

THENCE, NORTH, along the West line of this tract, passing at 798.67 feet a 5/8-inch iron rod found at the East termination of the South right-of-way line of Greenwind Chase (80 feet wide) which marks the Southeast corner of the aforementioned Green Trails Section Three, and continuing along the East line of said Green Trails Section Three for a total distance of 1,733.67 feet to a 5/8-inch iron rod found in the South line of said Lot 62 of Meadow Brook Farms and the North line of said Lot 63 which marks the Northeast corner of said Green Trails Section Three and the Northwest corner of this herein described tract;

THENCE, N 89° 55' 44" E, along the South line of said Lot 62, the North line of said Lot 63 and the North line of this 76.3545 acre tract for 1,918.29 feet to the POINT OF BEGINNING.

This description is based on the Standard Land Survey and plat prepared by Marion R. Clark, Registered Public Surveyor, dated August 25, 1983.

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

STATE OF TEXAS
MARION R. CLARK
1881
REGISTERED
PUBLIC SURVEYOR

Miller Engineers
79-08-594
DES-715

GT 100-852

CONTRACT

180-74-2430

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is entered into this 14th day of MARCH, 1984, by and between THE WADKINS CORPORATION, INC., a Texas corporation ("Wadkins") and GREEN TRAILS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation ("Green Trails Association"):

WHEREAS, said Green Trails, Section One and all property situated therein is subject to the terms set forth in the Declaration of Covenants, Conditions and Restrictions recorded under Clerk's File No. H0261465, Harris County Real Property Records, pursuant to which Green Trails Association is charged with the duty and obligation to take such reasonable actions as are necessary for the general maintenance of the Properties within said subdivision (as defined in said Declaration); and

WHEREAS, the Board of Directors of Green Trails Association has determined that it is in the best interests of said Association to enter into this Agreement in order to maintain the recreational facilities hereinafter described in a manner fitting to the character of said subdivision and in a manner economically beneficial to the Members of the Green Trails Association; and

WHEREAS, Wadkins, as Grantee, has by deed of even date herewith executed by Trendmaker, Inc., as Grantor, purchased a 76.3545 acre tract of land as described on Exhibit "A" attached hereto (the "Property") which adjoins Green Trails, Section One and as part consideration for said conveyance, Wadkins has agreed to enter into this Contract; and

WHEREAS, in connection with the conveyance of the Property to Wadkins, certain liens on the Property have been granted for the benefit of First South Savings Association ("First South") as evidenced in said deed to Wadkins and Deed of Trust of even date herewith to Bill E. King, Trustee; and

WHEREAS, Wadkins intends to develop the Property for a single family residential subdivision and desires to provide the use of recreational facilities to subsequent owners of houses in said development in an economically beneficial manner:

This is to certify that the above is a true and [illegible] [illegible]

By D. Arango

EXHIBIT (C)

NOW THEREFORE, for and in consideration of the above stated premises and the mutual benefits to be derived by each party, and for and in further good and valuable consideration by each party paid, the receipt and sufficiency of which are hereby acknowledged, Green Trails Association and Wadkins hereby covenant and agree as follows:

1. It is anticipated that a non-profit corporation homeowners association will be established by Wadkins in connection with the development of the Property to be known as the Windsor Park Estates Homeowners Association ("Windsor Park Association"). Wadkins shall use its best efforts to establish the Windsor Park Association prior to January 1, 1985 (which establishment shall include enforcement rights for the collection of assessments established by this Contract) and to cause the Windsor Park Association to expressly adopt this Contract whereupon Wadkins shall assign to the Windsor Park Association all of its rights, title and interest hereunder, and whereupon Wadkins shall have no further duties or obligations hereunder (other than Wadkins' obligation to pay its portion of the assessments as set forth herein for as long as Wadkins owns the Property or any portion thereof).

2. This Agreement shall be for a term of thirty (30) years commencing on the date hereof after which time this Agreement shall be automatically extended for successive ten (10) year periods unless termination is approved by the Members of the Windsor Park Association entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of all classes of its membership, voting in person or by proxy, at a meeting duly called for such purposes.

3. The Green Trails Association does hereby GRANT, SELL and CONVEY unto Wadkins, its successors and assigns who are owners of the Property or any portion thereof, and all the future Members of the Windsor Park Association during the term hereof, an easement for the non-exclusive right of (i) use and enjoyment of all recreational facilities now or hereafter situated on that 2.4392 acre tract of land described as Restricted Reserve A, Green Trails, Section One according to the map filed in Volume 303, Page 11, Map Records of Harris County, Texas (the "Facilities"; said Facilities consisting at present of a swimming pool, tennis courts, park area and cabana and (ii) the ingress and egress for access in order to use such Facilities for pedestrian and vehicular traffic over, along, and across property owned by the Green Trails Association so as to provide

reasonable access for the use of the Facilities; TO HAVE AND TO HOLD the foregoing easements for the non-exclusive uses, benefits and burdens set forth herein, together with, all and singular, the rights and appurtenances thereunto in anywise belonging to Wadkins, its successors and assigns, for the term set forth herein, and the Green Trails Association does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the easement herein granted to Wadkins, its successors and assigns. Said easement for the use of the Facilities by the members of Windsor Park Association shall be subject to the payment of an appropriate assessment as hereinafter set forth, and subject to the reasonable rules and regulations established by the Recreational Committee as hereinafter described, provided, it is understood and agreed that such rules and regulations shall not operate so as to discriminate against either Members of the Green Trails Association or members of the Windsor Park Association in the use and enjoyment of the Facilities. The easement for the use hereby established may be suspended by the Recreation Committee and/or the Windsor Park Association and/or the Green Trails Association as to any individual Member for failure to pay the assessments when due or for infraction of such rules and regulations. The foreclosure of any deed of trust or mortgage covering the Facilities shall in no way affect or diminish the easement granted herein, and such easement shall remain in full force and effect for the benefit of the grantees herein named, and any mortgagee obtaining a lien on the Facilities shall accept its security interest in the Facilities subject to the easement granted herein and shall acknowledge such by written instrument to be recorded in the Official Real Property Records of Harris County, Texas.

9. The operating budget for the operation of the Facilities shall be maintained separate from the operating budget for the maintenance of any other property situated in either Green Trails or the Property. A joint committee consisting of three members (the "Recreation Committee") shall be established within thirty (30) days of the date of this Agreement. Two members of the Recreation Committee shall be selected by Green Trails Association Board of Directors and one member of the Recreation Committee shall be selected by Wadkins (or the Windsor Park Association, as the case may be). Each member shall serve for an intial term of one (1) year. The Recreation Committee shall function as a subcommittee of Green Trails Association and shall report to said Association and Wadkins (or the Windsor Park Association, as the case may be). The Recreation

160-74-2493

Committee shall be responsible for directing the operation of the Facilities, including, but not limited to, establishing reasonable rules and regulations relating to the use of the Facilities, maintaining the Facilities, collecting assessments and paying costs in connection with the Facilities. Based upon the costs of operating and maintaining the Facilities, the Recreational Committee shall prepare an annual operating budget for the Facilities and establish an annual assessment necessary to maintain the Facilities. The Recreational Committee shall prepare the initial operating budget for 1985 which shall be submitted to the Green Trails Association and Watkins (or the Windsor Park Association, as the case may be) for review. Such operating budget for 1985 shall not exceed $100,000.00 and the increase for each year thereafter shall not exceed a percentage of the previous year's budget equal to the then current rate of cost of living increases, unless otherwise approved by the Board of Directors of Green Trails Association and Watkins (or the Windsor Park Association, as the case may be). Eighty-five percent (85%) of the total annual assessment shall be allotted to the Green Trails Association with each Member of Green Trails Association being assessed an amount equal to said 85% of the total assessment divided by the total number of Members in Green Trails Association. Watkins (or the members of the Windsor Park Association, as the case may be) shall be assessed an amount equal to fifteen percent (15%) of the total assessment approved, and if the Property has been platted and subdivided, each owner of a lot within the Property shall be assessed an amount equal to 15% of the total assessment divided by the total number of lots within the Property. If the Property has not been subdivided into lots but Watkins has conveyed portions of the Property to other persons or entities, each owner shall be assessed an amount equal to 15% of the total assessment divided by the total number of square feet contained in the Property (other than areas within streets and roads) multiplied by the number of square feet contained in said owner's tract of land. This assessment shall be used exclusively for the maintenance and operation of the Facilities and shall be separate and apart from assessments for the maintenance of other properties within Green Trails or the Property. Watkins (or the Windsor Park Association as the case may be) shall have the right at any time within twelve (12) months after any calendar year during the term of the agreement to audit all of the books of account, documents, records, papers and files of the Recreational Committee and the Green Trails Association relating to the Facilities, the assessments and expenditures. The Recreational Committee

and the Green Trails Association shall make such available, upon reasonable notice, at its principal offices or at the Facilities. Should an audit show that any portion of an assessment was used for a purpose other than for the maintenance and/or operation of the Facilities, then the Green Trails Association shall pay the cost of such audit (otherwise the cost of such audit being paid by the party requesting same) and shall refund to Wadkins an amount equal to 15% of the portion of the assessment used for purposes other than maintenance and/or operation of the Facilities. It is further agreed and understood that no additions or capital expenditures respecting the Facilities may be included in the calculations of the assessment for Wadkins or the members of the Windsor Park Association, unless such expenditures are approved in writing by Wadkins, or approved by a 2/3 majority vote of the Members of Windsor Park Association. Notwithstanding the foregoing, such approval by Wadkins or the members of the Windsor Park Association shall not be required for capital expenditures in connection with the repair, maintenance or replacement of existing Facilities.

5. The obligations of each Member of Green Trails Association and the obligation of Wadkins, its successors or assigns (or of the members of the Windsor Park Association upon establishment) shall be secured by a lien in favor of the Green Trails Association and the enforcement provisions for collection of assessments in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions recorded under Clerk's File No. H026146, Harris County Real Property Records shall in all respects apply to the collection of and enforcement of assessments as herein set forth. Wadkins and First South hereby acknowledge that the Property, or any portion thereof, is subject to said assessments and the liens herein set forth for the purpose of enforcement rights for collection thereof, and any person or entity taking title to the Property, or any portion thereof, by, through or under Wadkins and/or First South shall take such title subject to the provisions set forth herein. Said liens shall, however, be subordinate to the liens in favor of First South and purchase money liens as set forth in Section 9 of the referenced Declaration of Covenants, Conditions and Restrictions.

6. It is further agreed that no assessments to Wadkins, its successors or assigns, as herein set forth shall be made prior to January 1, 1985. It is further agreed that until such time as a residence is completed and occupied on a lot or parcel of the Property, the assessment to any owner of a lot or parcel shall be one-half (1/2) of the amount of the assessment as calculated pursuant to Paragraph 4 above.

7. This Agreement may be amended or modified only by an instrument in writing executed by both parties.

8. Each party warrants that it is duly authorized to enter into this Agreement.

9. The obligations, benefits, and burdens of the parties hereto shall run with the land and be binding upon such parties hereto and their respective heirs, successors, executors, administrators, and assigns, and future Members of Green Trails Association and the Windsor Park Association.

10. This instrument, and any modifications or amendments made hereafter, shall be recorded in the Real Property Records of Harris County, Texas.

GREEN TRAILS HOMEOWNERS ASSOCIATION, INC.

BY: W.G. Dalton Jr

Name: W.G. DALTON JR

Title: PRESIDENT

THE WADKINS CORPORATION

BY: Gary B Wadkins

Name: Gary B Wadkins

Title: President

FIRST SOUTH SAVINGS ASSOCIATION

BY: William V Lemex

Name: WILLIAM V LEMEX

Title: VP

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on March 19, 1984 by W.G. DALTON JR, PRESIDENT of GREEN TRAILS HOMEOWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation.

Shirley A. Hutcherson

Notary Public in and for the State of Texas

SHIRLEY A. HUTCHERSON
Notary Public, State of Texas
My Commission Expires 3-5-86

160-74-2442

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on March 19, 1984 by Gary B. Watkins, President of THE WATKINS CORPORATION, a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas
SUE R. KABE
My Commission expires Sept. 1987

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on March 19, 1984 by _____ William V. Lewis, Vice President of FIRST SOUTH SAVINGS ASSOCIATION, a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas
SUE R. KABE
My Commission expires Sept 1987

CLARK SURVEYING COMPANY, INC.

1315 SHERWOOD FOREST DR. — HOUSTON, TEXAS 77043 — 713/461-1400

160-74-2443

August 26, 1983

FIELD NOTES

d note description of a tract of land containing 76.3545 acres 26,002 square feet) which is out of Lot 63 of Meadow Brook Farms ecorded in Volume 1, Page 5, of the Harris County Map Records, he H.T. & B.R.R. Co. Survey, Abstract No. 388, in Harris County, s, said 76.3545 acre tract being more particularly described ietes and bounds as follows (all bearings are referenced to the of Green Trails Section Three as recorded in Volume 315, Page of the Harris County Map Records):

POINT OF BEGINNING being a 1-inch pipe found on the West right-of-way line of Baker Road (40 feet wide) at its intersection with the North line of the aforesaid Lot 63 and the South line of Lot 62 of said Meadow Brook Farms, said 1-inch iron pipe marks the Northeast corner of this herein described tract;

THENCE, SOUTH, along the said West right-of-way line of Baker Road and the East line of this herein described tract for 1,734.00 feet to a 5/8-inch iron rod set in the South line of said Lot 63, the said H.T. & B.R.R. Co. Survey and the North line of the J. Habermacher Survey, Abstract No. 356, which marks the Southeast corner of this tract;

THENCE, S 89° 56' 19" W, along the said North line of the J. Habermacher Survey, the South line of said Lot 63 and the H.T. & B.R.R. Co. Survey and the South line of this 76.3545 acre tract for 1,918.29 feet to a 5/8-inch iron rod set at the Southwest corner of this tract, said iron rod bears N 89° 56' 19" E, for 1,385.99 feet from a 3/4-inch iron pipe found at the Northwest corner of the said J. Habermacher Survey;

THENCE, NORTH, along the West line of this tract, passing at 798.67 feet a 5/8-inch iron rod found at the East termination of the South right-of-way line of Greenwind Chase (80 feet wide) which marks the Southeast corner of the aforementioned Green Trails Section Three, and continuing along the East line of said Green Trails Section Three for a total distance of 1,733.67 feet to a 5/8-inch iron rod found in the South line of said Lot 62 of Meadow Brook Farms and the North line of said Lot 63 which marks the Northeast corner of said Green Trails Section Three and the Northwest corner of this herein described tract;

THENCE, N 89° 55' 44" E, along the South line of said Lot 62, the North line of said Lot 63 and the North line of this 76.3545 acre tract for 1,918.29 feet to the POINT OF BEGINNING.

This description is based on the Standard Land Survey and plat prepared by Marion R. Clark, Registered Public Surveyor, dated August 26, 1983.

STATE OF TEXAS
MARION R. CLARK
1881
Registered
PUBLIC SURVEYOR

Marion R. Clark

Marion R. Clark
Registered Public Surveyor No. 1881

Miller Engineers

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

160-74-2444

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

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

OCT 30 1989

COUNTY CLERK,
HARRIS COUNTY, TEXAS

M742094

AMEND

183-67-0224

07/26/90 00401186 M742094 $ 7.00

AMENDMENT TO WINDSOR PARK ESTATES SECTION ONE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT Academy Development, Inc., a Texas corporation, hereinafter referred to as "Academy" filed for record that certain Declaration of Covenants, Conditions and Restrictions for Windsor Park Estates, Section One, under File No. M433478 of the Real Property Records of Harris County, Texas (the "Declaration") affecting 44.2704 acres, more or less out of the H.T. and B.R.R. Co. Survey, Abstract No. A-388, in Harris County, Texas, which has been subdivided into a subdivision known as Windsor Park Estates, Section One (the "Subdivision"), according to the plat of said Subdivision recorded in Volume 344, Page 127 of the Map Records of Harris County, Texas, (the "Plat"); and

WHEREAS, Article 20 of the Declaration provides that its covenants and restrictions may be amended within five (5) years from the date thereof by Academy when, in its opinion, such amendment will beneficially affect the overall plan of development for the Subdivision; and

WHEREAS, Academy has determined that the Amendment of the Declaration as described below will beneficially affect the overall plan of development for the Subdivision;

NOW THEREFORE, the first paragraph of Article 16A of the Declaration is hereby amended to read as follows:

> An annual maintenance assessment payable in advance on January 1 of each year for the purpose of creating a fund for the operation of an entity to be known as Windsor Park Estates Homeowners Association, Inc. ("Association"), a non-profit corporation, shall be imposed on each Lot. The maintenance assessment for each Lot will commence with the date of conveyance of such Lot by Academy, its successors and assigns. The owner, for each Lot owned within the subdivision, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association (1) annual assessments ("Assessments") and (2) other charges ("Charges") provided for hereinbelow. Annual Assessments shall be established and collected and other Charges shall be collected as hereinafter provided. The annual assessments and other charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment

or other Charge is made. However, the aforesaid lien is expressly subordinate and inferior to any first mortgage lien on any Lot in the Subdivision. In addition to the Charge on the land, each such Assessment or Charge, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such land at the time when the Assessment or Charge fell due. As long as there is Class B membership in the Association, the Developer shall be responsible for any shortages in the accounts of the Association, but only in the event that the maximum annual assessments chargeable under the provisions of this Declaration are insufficient to cover the actual costs incurred by the Association in the performance of its duties pursuant to the Declaration. The Developer may, in its sole discretion, by written agreement elect to pay any shortages in the accounts of the Association.

The Declaration, as amended hereby, is in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the undersigned hereby amends the Declaration of Covenants, Conditions and Restrictions of Windsor Park Estates, Section One, effective as of the 7th day of December, 1989.

ACADEMY DEVELOPMENT, INC., a Texas corporation

By: J Hollis Dealy
Title: President

THE STATE OF TEXAS §

Before me, the undersigned authority, on this day personally appeared Hoelis Dealy, in his/her capacity as President of Academy Development, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she 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 25th day of July, 1990.

Monte Houston
Texas Notary Public

My Commission Expires:
May 30, 1994

Monte Houston
(Print Name)

MONTE HOUSTON
Notary Public
STATE OF TEXAS
My Comm. Exp. MAY 30, 1994

183-67-0226

~~AFTER RECORDING RETURN TO~~:

Meyer & Cribbs, P.C.
1700 West Loop South, #1100
Houston, Texas 77027
Attn: Rene F. Bell

Hold for Pick-up

FILED
JUL 26 4 24 PM '90
COUNTY CLERK
HARRIS COUNTY TEXAS

~~ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.~~

THE STATE OF TEXAS
COUNTY OF HARRIS

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

JUL 26 1990

COUNTY CLERK,
HARRIS COUNTY, TEXAS

M433478

164-61-2448

WINDSOR PARK ESTATES, SECTION ONE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

12/08/89 00640810 M433478 $ 29.00

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT ACADEMY DEVELOPMENT, INC. hereinafter referred to as "Academy" or "Developer" (a Texas corporation), being the owner of that certain 44.2704 acres, more or less, out of the H. T. & B. R. R. Co. Survey, Abstract No. A-388, in Harris County, Texas, which has been subdivided into that certain subdivision known as WINDSOR PARK ESTATES, SECTION ONE, ("Subdivision"), according to the plat of said Subdivision recorded in Volume 344, Page 127 of the Map Records of Harris County, Texas (the "Plat"), intending to create and carry out a uniform plan for development of the lots in WINDSOR PARK ESTATES, SECTION ONE, for the benefit of the present and future owners of said lots, does hereby impose the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in WINDSOR PARK ESTATES, SECTION ONE, and each contract or deed which may be hereafter executed as to any lots (individually, a "Lot", collectively the "Lots") in WINDSOR PARK ESTATES, SECTION ONE, such residential Lots in WINDSOR PARK ESTATES, SECTION ONE, being as follows:

Block 1: Lots 24 through 38
Block 2: Lots 39 through 40
Block 3: Lots 1 through 23
Block 4: Lots 41 through 42

shall conclusively be held to be subject to the following reservations, restrictions, covenants and easements, regardless of whether said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed.

1. THE ARCHITECTURAL CONTROL COMMITTEE

Construction plans, specifications and a plot plan showing the location of any structure or improvements, landscaping, easements, and building lines must have been submitted to and approved by the Architectural Control Committee (sometimes described as the "Committee"), its successors or assigns, as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation before any building or improvements of any character shall be erected or placed, or the erection begun on any Lot. The Committee will be appointed by the Developer.

Upon the death or resignation of any member of the Committee, the Developer will have the full authority to designate a successor. No member of the Committee, nor its representative, shall be entitled to any compensation for services performed pursuant to this Declaration, nor shall any member of the Committee be personally liable for any act relating to approval or disapproval of construction plans and specifications or the enforcement of any of the restrictions. In the event that within thirty (30) days after receipt of the required documents, the Committee fails to approve or disapprove the plans and specifications submitted, approval shall not be required, and the related covenants set out

herein shall be deemed to have been fully satisfied provided that an affidavit stating such facts is completed by the party requesting such approval, is filed in the Real Property Records of Harris County, Texas, and is delivered to the Committee by certified mail. In instances where, in its judgment, such deviations will result in a more commonly beneficial use, the Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building location and such other deviations from the terms of this Declaration as are herein expressly authorized to be permitted by the Committee. Such approval must be granted in writing, and recorded in the Real Property Records of Harris County, Texas and when given, will become a part of these restrictions. Such approval shall not indicate the Committee's approval for any other purpose and shall not be construed as any representation by the Committee as to, or responsibility for, the design or quality of the improvements or the ultimate construction thereof. The Committee hereby agrees to assign its rights to approve or disapprove plans and specifications, locations of structures, construction contracts, permitted deviations and all other documents or approvals required to be submitted to it to the Windsor Park Estates Homeowners Association, Inc. (the "Association"), a non-profit Texas corporation, or its designees, when One Hundred percent (100%) of all of the Lots in Windsor Park Estates, Section One, are occupied by residents.

2. USE OF LOTS

A. BUILDINGS

No building shall be constructed, altered, or permitted to remain on any Lot for other than single family residential purposes. No single family residential dwelling (a "Building"), which may include servants quarters, shall be constructed on less than one Lot. The Building is not to exceed two (2) stories in height and shall include an attached, private garage for not less than two (2) automobiles. The Architectural Control Committee may allow, at its sole discretion, the Building to be of two and one-half stories or the Building to be constructed upon adjacent Lots, in which event the Architectural Control Committee may waive the side lot line setback requirements as to the lot line which is crossed by such dwelling. The Architectural Control Committee may also allow at its sole discretion, an accessory building (an "Accessory Building") to be constructed on a Lot in addition to a Building, provided the Accessory Building has a maximum height to the top of the roof lines of sixteen feet (16') and satisfies the requirements herein expressed for Accessory Buildings.

B. PROHIBITED ACTIVITIES

Except as herein referred to, no activity, whether or not for profit, which is not related to single family residential purposes, shall be performed on any Lot. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. As long as it owns property in any Windsor Park Estates subdivision, Academy, or its assigns, may maintain in or upon such portions of the property as Academy determines, such facilities as in its sole discretion may be necessary or convenient, including, but not limited to, offices, storage areas and signs. Under the provisions of this section, real estate offices, builders' sales offices, construction offices, builders' business offices, residential sales

company offices and real estate brokers' offices are specifically prohibited without the express prior written consent of Academy.

C. TEMPORARY STRUCTURES

Except as expressly provided in this Declaration, no structure of a temporary character, trailer, basement, tent, shack, barn, garage or other out-building shall be used on any Lot at any time as a residence temporarily or permanently, nor shall any residence or other structure be moved onto any Lot.

D. SIGNAGE

Signs of any kind shall not be displayed to the public view on any Lot except one sign per Lot of not more than five (5) square feet advertising the property for sale or for rent and except signs used by Academy and by the original builders of any Building to advertise the property during the construction and sales period. Academy, its assigns, or the Association, will have the right to remove any such sign exceeding the five (5) square feet which is placed on any Lot and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising with such removal.

E. STORAGE OF VEHICLES

Boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are not to be semi-permanently or permanently stored in the public street, on driveways, or on yards. Permanent or semi-permanent storage of such items and vehicles must be within the garage of the residence.

F. OIL AND MINING ACTIVITY

Oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall not be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. Derrick or other structures designed for use in boring for oil or natural gas shall not be erected, maintained or permitted upon any Lot. With respect to all mineral interests in the land of which the Subdivision is comprised, Developer, for itself and its successors and assigns, hereby waives all surface rights.

G. ANIMALS

Animals, livestock or poultry of any kind shall not be raised, bred or kept on any Lot except that no more than three (3) household pets may be kept provided that they shall not become a nuisance and are not kept, bred or maintained for any commercial purposes. Dogs shall be kept quiet so as not to disturb any persons.

H. GARBAGE AND REFUSE

Lots shall not be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in enclosed sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and concealed from public view.

3. LOCATION OF IMPROVEMENTS

Buildings shall face the street on which the Lot on which they are located has the smallest frontage, provided that the Building on Lot 39 shall face South.

Buildings shall not be located on any Lot nearer to the lot lines than the minimum corresponding building set back lines shown on the recorded plat. No Building, garage or other permitted Accessory Building shall be located on any residential building plot nearer than Fifty feet (50') to the front lot line, nor nearer than Twenty feet (20') to any side lot line along a street, unless otherwise noted on the recorded plat or within these restrictions, nor nearer than Forty feet (40') to the rear lot line, nor nearer than Ten feet (10') to the side lot line on the non-garage side nor nearer than Thirty feet (30') to the side lot line on the garage side. A portion of a one story section of a Building may be built between Thirty feet (30') and Twenty feet (20') from the side lot line on the garage side if the section within these boundaries is at least Thirty feet (30') from the front building set back line. An Accessory Building permitted by the Architectural Control Committee shall be subject to the foregoing restrictions except that such Accesory Building may also be located between Fifty feet (50') and Twenty feet (20') from the rear lot line and may not be located nearer than Thirty feet (30') from any side lot line.

Access by vehicles to all garages may only be from the side of the garage which is at an angle of at least ninety (90) degrees to the front wall of the Building. Each residential structure must be accompanied by a garage structure which will contain no less than six hundred (600) square feet, which will have no less than one double garage door or two single garage doors, and which will accommodate a minimum of two (2) automobiles. In no event shall any garage structure be more than Eight feet (8') nearer to the front building set back line than the frontmost wall of the main residential structure excluding the garage. No driveway shall be nearer than Two feet (2') to the side lot line. The garages must be attached or connected to the main structure unless otherwise approved by the Committee. If the access opening of a garage is within Fifteen feet (15') of the front building set back line, then a brick screening wall at least Fourteen feet (14') in length and Six feet (6') in height must be built along the nearest front Building wall.

In no event shall any basketball goal be less than Fifteen feet (15') from the front building set back line or the nearest front wall of the main residential structure including the garage or nearer than Ten feet (10') to any side lot line.

No fence, wall, hedge, pergola, basketball goal, or other detached structure may be erected, grown or maintained on any part of any Lot between the building set back line and the adjoining street(s) unless approved by the Architectural Control Committee. Any wall, fence or hedge erected as protective screening on a Lot by Developer or by any original builder of any building shall pass ownership with title to the Lot, and it shall be owner's responsibility to maintain such protective screening thereafter. No free standing flagpole may be erected on any Lot.

4. MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS

The air conditioned livable area of each Building shall not be less than Four Thousand (4,000) square feet. If

a Building is designed as a two story structure, the second floor air conditioned livable area shall be at least 34% of the total air conditioned livable area of the first floor.

5. BUILDING MATERIAL

All construction plans submitted for approval by the Architectural Control Committee must specify the color and type of materials of which the structure will be built. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish of any portion of a structure facing a street must only be brick, stone or other masonry material (collectively "Masonry Material"), the exterior finish of any portion of the side walls (those walls which neither face the street nor face the rear lot line) of any structure must only be Masonry Material on the first floor and must be of at least Sixty percent (60%) Masonry Material on the total of all floors on each side and the exterior finish of any portion of the rear walls (those walls which face the rear lot line) of any structure must only be Masonry Material on the first floor. Plain aluminum finish windows will not be permitted.

6. ROOFING MATERIAL

The roof of all buildings shall be constructed or covered only with materials specifically approved by the Architectural Control Committee, which approval must be obtained in writing prior to commencement of roof construction, covering or recovering. The Architectural Control Committee shall specify the brand, color and weight of the shingles to be used and the use of any other material will have to be specifically approved in writing by the Architectural Control Committee.

7. FENCES

Fences must only be constructed of brick, wood or wrought iron. No chain link, concrete, metallic or plastic fences may be built. The portion of any fence which is constructed within Thirty feet (30') of the front building set back line, parallel to the front building set back line must only be constructed of brick or wrought iron. Fences built along the perimeter or within Ten feet (10') of the perimeter of any Lot must be no less than Six feet (6') tall and no more than Six and one-half feet (6-1/2') tall. Fences along the northern and eastern boundaries of the Subdivision may be built up to Eight feet (8') tall. All fences facing public streets on Lots 39, 40, 41 and 42 must be wrought iron or brick columns with wrought iron. A wrought iron fence may be made of wrought iron, steel or aluminum as long as it has the appearance of wrought iron. Any deviation from this section must be approved by the Architectural Control Committee.

8. TREES

On or before the occupancy of each Building ("Occupancy"), the owner of each Lot shall plant between the sidewalk and the Tree Line (as herein defined) two live trees, in the case of an interior Lot, and four live trees, in the case of a corner Lot. The Tree Line for an interior Lot shall be Fifteen feet (15') outside the front building set back line and the Tree Line for a corner Lot shall be Fifteen feet (15') outside the front and Ten feet (10') outside the side building set back lines. Each tree planted in satisfaction of this requirement (a "Lawn Tree") shall be

of a hardwood variety and shall have a minimum trunk size of Four inches (4") in diameter; provided, however, that the requirement to plant one tree of a hardwood variety may be satisfied by the planting of two softwood trees which shall have a minimum trunk size of Four inches (4") in diameter.

On or before Occupancy, the owner of each Lot shall also plant between the curb and the sidewalk trees whose number and location shall be specified in writing by the Architectural Control Committee. Each tree planted in satisfaction of this requirement (a "Curb Tree") shall be a minimum of a Thirty gallon (30) live oak tree and all such trees shall be at least Thirty feet (30') apart. No trees or shrubbery other than those specified herein may be planted between the curb and the sidewalk.

Lots Thirty-nine (39), Forty (40), Forty-one (41), and Forty-two (42) shall be considered corner Lots for the purpose of meeting these requirements. All Lawn Trees located on these Lots shall be between Fifteen feet (15') from the curb and the Tree Line. All Curb Trees located on these Lots shall be between the curb and Twelve feet (12') from the curb.

Trees which are planted in satisfaction of the requirements of this section and which tree or trees subsequently die or are uprooted for any reason must be replaced within thirty (30) days. Any variation from the foregoing requirements must be approved in writing by the Architectural Control Committee.

9. LOT GRADING

After the conveyance of each Lot or Lots from Academy, each Lot must be graded and maintained in such a manner so as to permit all water from all sources to drain naturally into the street storm sewer system that sides on or fronts each respective Lot. No Lot may be graded in such a manner as to permit water runoff to drain or flow onto or across any adjacent Lot nor shall any Lot be graded or maintained in such a manner as to allow the accumulation of standing water.

10. SIDEWALKS

All Sidewalks, as herein defined, which are visible to the public will be constructed of poured concrete, with a plain finish. Each Lot will have a Four foot (4') sidewalk (a "Sidewalk") between the area Seven feet (7') to Eleven feet (11') from the curb on all sides of the Lot adjoining streets. Sidewalks will be built to specifications approved by the Architectural Control Committee. Lots Thirty-nine (39), Forty (40), Forty-one (41), and Forty-two (42) are not required to have sidewalks.

11. VISUAL OBSTRUCTIONS AT THE INTERSECTIONS OF PUBLIC STREETS

Nothing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted on a corner Lot.

12. MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential Lot unless hidden from outside view, and no radio or television aerial wires, antennae or dishes shall be placed or maintained on the outside of any building nor shall any free standing antennae of any style be permitted. All radio or television aerial wires or antennae must be built within the main or other permitted structure and not visible from outside of such structure.

13. UTILITY EASEMENTS

For installation and maintenance of utilities, easements are reserved as shown and provided for on the recorded plat and as they may appear in the records of the Harris County Clerk's Office, and no structure shall be erected upon any of said easements. Neither Academy nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers, grass or other improvements located on the land covered by said easements.

14. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM

An underground electric distribution system will be installed in that part of the Subdivision designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the Subdivision. The owner of each Lot containing a single dwelling unit, at his or its own costs, shall 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 at the structure to the 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, at the request of the electric company, has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company, in the location and of a size designated by the electric company, providing for the installation, maintenance and operation of its electric distribution system and also has 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 homeowners's owned and installed service wires. In addition, the owner of each Lot containing a single dwelling unit, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the 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 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, 120/240 volt, three wire, 60 cycle, alternating current.

The provisions of the preceding paragraph also apply to any future residential development in Reserve(s)

shown on the plat of the Subdivision, if any, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter.

15. LOT MAINTENANCE

The owners or occupants of all Lots (inclusive of adjacent easement areas) shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall not use any Lot or portion thereof for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. The drying of clothes in full public view is prohibited, and the owners or occupants of any Lots at the intersection of streets or other facilities where the yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen from public view, the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

16. COMMUNITY MAINTENANCE

A. ASSESSMENTS

An annual maintenance assessment payable in advance on January 1 of each year for the purpose of creating a fund for the operation of an entity to be known as Windsor Park Estates Homeowners Association, Inc. ("Association"), a non-profit corporation, shall be imposed on each Lot. The maintenance assessment for each Lot will commence January 1, 1990. The owner, for each Lot owned within the subdivision, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association (1) annual assessments ("Assessment") and (2) other charges ("Charges") provided for hereinbelow. Annual Assessments shall be established and collected and other Charges shall be collected as hereinafter provided. The annual assessments and other charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment or other Charge is made. However, the aforesaid lien is expressly subordinate and inferior to any first mortgage lien on any Lot in the Subdivision. In addition to the Charge on the land, each such Assessment or Charge, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the owner of such land at the time when the Assessment or Charge fell due.

The Assessment shall be established or adjusted by the Association from year to year as the needs of the property may, in its judgment, require, but in no event shall such Assessment exceed One Thousand, Five Hundred and No/100 Dollars ($1,500.00) per Lot per year adjusted to 1990 purchasing power as measured by the Consumer Price Index, or comparable statistic published by the United States government. The Assessment shall remain effective until twenty (20) years from the effective date hereof, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the Lots may revoke such Assessment on either the

twentieth anniversary of the effective date hereof, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to either the twentieth anniversary of the effective date hereof, or at any time prior to the expiration of any successive ten (10) year period thereafter.

B. ENFORCEMENT

The Association, its successors or assigns, without liability to the owner or occupant in trespass or otherwise, may, after ten (10) days' written notice to the owner or occupant and failure of the owner or occupant to comply with the terms of such notice, enter upon such Lot or Lots and do or cause to be done such actions that will bring the Lot and improvements thereon into compliance with these restrictions. The cost ("Charges") of carrying out such actions shall be billed to the Lot owner by the Association by placing such bill in the United States mail, postage paid. Any Assessments and Charges which are not paid when due shall be delinquent. If the Assessment or Charge is not paid within thirty (30) days after the due date, the Assessment or Charge shall bear interest from the date of delinquency at a rate which shall be the lesser of fifteen percent (15%) per annum or the maximum non-usurious rate 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 such Lot, regardless of whether or not there is personal liability of the current owner, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment or Charge. Each such owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such Charges as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by judicial action brought in the name of the Association and by a non-judicial action in a like manner as a mortgage foreclosure on real property, and such owner hereby expressly grants to the Association an extra-judicial power of sale in connection with the non-judicial foreclosure of such lien. The lien provided for in this paragraph shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association, acting on behalf of the Lot owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

C. EXPENDITURES

The maintenance fund shall be applied, insofar as it may be sufficient (with priority given to maintenance of cul-de-sac islands, esplanades, restricted reserves, common open areas, and aesthetic features located within county right-of-way), toward the payment for maintenance of streets, paths, parkways, cul-de-sacs, esplanades, vacant Lots, lighting, fogging, employing of policemen and workmen, enforcement of these restrictions, and any other things necessary or desirable in the opinion of the Association to maintain or improve the property or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the Association in the expenditure of said fund,

shall be final as long as said judgment is exercised in good faith.

17. THE ASSOCIATION

A. MEMBERSHIP

Every person or entity who is a record owner of any Lot or Lots (an "Owner") shall be a member of the Association (a "Member"). No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

"Common Properties" shall mean and refer to all those areas of land within the Subdivision, except the Lots, the public streets and any unrestricted reserve shown on the Plat. Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Properties that may become subject to the jursidiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each Lot in any future section shall be impressed with and subject to Assessments and Charges imposed hereby. Such additional stage of development may be annexed in accordance with the provisions of section 22, upon a merger or consolidation of the Association with another association. The Common Properties may be transferred to a surviving association, or alternatively, the properties, rights, and obligations of another association may be consolidated with those of the Association pursuant to a merger. The surviving or consolidated association shall administer the restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration, except as agreed to by an eighty percent (80%) vote of the Owners of the Association.

B. VOTING CLASS

The association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, except Developer, and each shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members and the vote of 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 one Lot.

Class B. Class B Members shall be the Developer who shall be entitled to six (6) votes for each Lot owned.

Class B membership shall cease and be converted to Class A membership on the happenings of either of the following two events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(B) The tenth (10th) anniversary date of this Declaration.

C. AUTHORITY

WINDSOR PARK ESTATES HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, shall be organized pursuant to the laws of the State of Texas, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Subject to the provisions below, every Member shall have a common right and easement of use and enjoyment in the Common Properties for the purposes for which the Common Properties are created, and such right and easements shall be appurtenant to and shall pass with the title to every Lot.

The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in this Declaration, and shall also be subject to the following provisions:

(a) The Association shall have the right to borrow money and with the consent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members to mortgage the Common Properties.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties against foreclosure of any such mortgage.

(c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any Assessment or other amount owed by such Member to the Association remains unpaid.

(d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees established by the Association for the use of any facilities which are a part of the Common Properties.

(f) The Association shall have the right to dedicate or convey all or any part of the Common Properties to any public authority for such purposes and subject to such conditions as may be agreed to by the Association.

(g) The Association shall have the right to rent or lease any part of the Common Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of Owners, with the consent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of

Members voting in person or by proxy, at a meeting duly called for this purpose.

18. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of the Association and of any subsequent owner of a Lot or Lots in Windsor Park Estates, Section One, and their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

19. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements or restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions, which shall remain in full force and effect.

20. AMENDMENT TO THE ABOVE RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots and thereafter by an instrument signed by the owners of not less than sixty percent (60%) of the Lots. Academy, its successors and assigns, may within five (5) years from the date of this Declaration, amend these covenants and restrictions when, in its opinion, such amendment will beneficially affect the overall plan of the development for the subdivision. Any amendment must be recorded in the Office of the County Clerk of Harris County, Texas. In no event shall the number of Lots be increased. In no event may this Declaration be amended, nor may the Architectural Control Committee grant a variance, to reduce this Declaration's requirements with respect to the minimum square footage of a Building or with respect to the requirement that no Building shall be constructed on less than one Lot, except by an instrument signed by the owners of not less than one hundred percent (100%) of the Lots.

21. RIGHTS OF MORTGAGEES

Any violation of any of the easements, agreements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the Lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this Declaration obtained through sale in satisfaction of such mortgage or deed of trust shall thereafter be held subject to all of the provisions hereof.

22. ADJACENT PROPERTY

The Subdivision is a part of a larger tract or block of land owned by Developer. While Developer may subdivide other portions of its property, or may subject the same to a declaration such as this Declaration, Developer shall have no obligation to do so, and if Developer elects to do so, any subdivision plat or declaration executed by Developer with respect to any of its other property may be the same as or similar or dissimilar to any subdivision plat covering the Subdivision, or any part thereof, or to this Declaration as Developer shall, in its sole discretion, desire.

23. FIREWORKS AND FIREARMS

The use, sale or distribution of any pyrotechnic device which may be classified as a "firework" is expressly prohibited within the confines of the Subdivision. A firework is defined as being "a device for producing a striking display, as of light, noise or smoke, by the combustion of explosive or inflammable compositions". Use of firearms is expressly prohibited.

24. JOINDER BY LIENHOLDER

BNP Finance Southwest Corporation, a Delaware corporation, joins herein for the sole purpose of evidencing its consent hereto.

Executed effective the 7 day of DECEMBER, 1989.

Academy Development, Inc., a
Texas corporation

By: J. Hollis Dealy
Title: President

BNP Finance Southwest Corporation,
a Delaware corporation

By: Dominique N. Romain
Title: President

25. INDEMNIFICATION

Academy Development, Inc. hereby agrees to indemnify and hold BNP Finance Southwest Corporation, their respective officers and directors, harmless from and against any and all claims for damages in any way related to its execution of the revised plat and the Windsor Park Estates, Section One, Declaration of Covenants, Conditions and Restrictions.

164-61-2461

THE STATE OF TEXAS §

BEFORE ME, tne undersigned authority personally appeared J. Hollis Dealy in his capacity as President of Academy Development, Inc., 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 considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 7th day of December, 1989.

DAWN PASTERNACK
Notary Public, State of Texas
Commission Expires 10-5-91

Notary Public in and for
The State of T E X A S

My Commission Expires:

(Print Name)

THE STATE OF TEXAS §

BEFORE ME, the undersigned authority personally appeared Dominique N. Romain in his capacity as President of BNP Finance Southwest Corporation, 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 considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8th day of December, 1989.

Rosamond Shemley
Notary Public in and for
The State of T E X A S

My Commission Expires:

(Print Name)

ROSAMOND SHEMLLEY
Notary Public, State of Texas
Commission Expires 9-15-93

After recording ~~return to~~:
ABE S. GOREN
Meyer & Gribbs
1700 W. Loop S. #1100
Houston, TX 77027

HOLD FOR PICKUP

FILED
DEC 8 12 31 PM '89
COUNTY CLERK
HARRIS COUNTY TEXAS

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

DEC 8 1989

COUNTY CLERK
HARRIS COUNTY, TEXAS

Amend

N065137

029-19-1769

03/26/91 00807925 N065137 $ 41.00

AMENDMENT AND RESTATEMENT OF WINDSOR PARK ESTATES, SECTION ONE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT ACADEMY DEVELOPMENT, INC. hereinafter referred to as **"Academy"** or **"Developer"** (a Texas corporation), being the Developer owner of that certain 44.2704 acres, more or less, out of the H. T. & B. R. R. Co. Survey, Abstract No. A-388, in Harris County, Texas, which has been subdivided into that certain subdivision known as WINDSOR PARK ESTATES, SECTION ONE, (**"Subdivision"**), according to the plat of said Subdivision recorded in Volume 344, Page 127 of the Map Records of Harris County, Texas (the **"Plat"**), intending to create and carry out a uniform plan for development of the lots in WINDSOR PARK ESTATES, SECTION ONE, for the benefit of the present and future owners of said lots, pursuant to the authority granted to the Developer to amend the Original Declaration, as hereafter defined, for the purpose of annexing other land owned by the Developer into the jurisdiction of the Association, which annexation will beneficially affect the overall plan of the subdivision, and pursuant to Section 17A, Section 20 and Section 22 of the Windsor Park Estates, Section One Declaration of Covenants, Conditions and Restrictions (the **"Original Declaration"**), recorded under the Clerk's File Number M433478 of the Official Public Records of Real Property of Harris County, Texas, as amended by Amendment to Windsor Park Estates, Section One Declaration of Covenants, Conditions and Restrictions (the **"First Amendment"**), recorded under Clerk's File Number M742094 of the Official Public Records of Real Property of Harris County, Texas does hereby amend Section One (the **"Architectural Control Committee"**), Section 2 (**"Use of Lots"**), Section 10 (**"Sidewalks"**), Section 14 (**"Underground Electrical Distribution System"**), Section 16 (**"Community Maintenance"**), Section 17 (the **"Association"**) and Section 20 (the **"Amendment to the Above Restrictions"**), the Original Declaration to annex WINDSOR PARK ESTATES, SECTION TWO, according to the plat of said Subdivision recorded under Film Code 348004 of the Map Records of Harris County, Texas, Clerk's File No. N031957 of the Official Public Records of Real Property of Harris County, Texas (the **"Section Two Plat"**) into the jurisdiction of Windsor Park Estates Homeowners Association, Inc. (the **"Association"**), so that the voting membership of the Association shall be comprised of the owners of all lots in Windsor Park Estates, Section One (sometimes herein described as **"Section One"**, and such lots being sometimes described herein as a **"Section One Lot"**,

collectively the **"Section One Lots"**) and Windsor Park Estates Section Two (sometimes herein described as **"Section Two"** and such lots being sometimes described herein as a **"Section Two Lot"**, collectively the **"Section Two Lots"**) (collectively the **"Combined Lots"**) so that the Common Properties of Section One and of Section Two shall be owned by and shall be within the jurisdiction of the Association and so that decisions with respect to the amendment of the Section One Declaration or to this Declaration shall be made by the owners of the Combined Lots; and does restate the following reservations, restrictions, agreements, covenants and easements established by the Original Declaration, as amended by the First Amendment to apply uniformly to the use, occupancy and conveyance of all lots in WINDSOR PARK ESTATES, SECTION ONE, and each contract or deed which may be hereafter executed as to any lots (individually, a **"Lot"**, collectively the **"Lots"**) in WINDSOR PARK ESTATES, SECTION ONE, such residential Lots in WINDSOR PARK ESTATES, SECTION ONE, being as follows:

Block 1: Lots 24 through 38
Block 2: Lots 39 through 40
Block 3: Lots 1 through 23
Block 4: Lots 41 through 42

shall conclusively be held to be subject to the following reservations, restrictions, covenants and easements, regardless of whether said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed.

1. THE ARCHITECTURAL CONTROL COMMITTEE

Construction plans, specifications and a plot plan showing the location of any structure or improvements, landscaping, easements, and building lines must have been submitted to and approved by the Architectural Control Committee (sometimes described as the **"Committee"**), its successors or assigns, as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation before any building or improvements of any character shall be erected or placed, or the erection begun on any Lot. The Committee will be appointed by the Developer.

Upon the death or resignation of any member of the Committee, the Developer will have the full authority to designate a successor. No member of the Committee, nor its representative, shall be entitled to any compensation for services performed pursuant to this Declaration, nor shall any member of the Committee be personally liable for any act relating to approval or disapproval of construction plans and specifications or the enforcement of any of the restrictions. In the event that within

thirty (30) days after receipt of the required documents, the Committee fails to approve or disapprove the plans and specifications submitted, approval shall not be required, and the related covenants set out herein shall be deemed to have been fully satisfied provided that an affidavit stating such facts is completed by the party requesting such approval, is filed in the Real Property Records of Harris County, Texas, and is delivered to the Committee by certified mail. In instances where, in its judgment, such deviations will result in a more commonly beneficial use, the Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building location and such other deviations from the terms of this Declaration as are herein expressly authorized to be permitted by the Committee. Such approval must be granted in writing, and recorded in the Real Property Records of Harris County, Texas and when given, will become a part of these restrictions. Such approval shall not indicate the Committee's approval for any other purpose and shall not be construed as any representation by the Committee as to, or responsibility for, the design or quality of the improvements or the ultimate construction thereof. The Committee hereby agrees to assign its rights to approve or disapprove plans and specifications, locations of structures, construction contracts, permitted deviations and all other documents or approvals required to be submitted to it to the Association or its designees, when One Hundred percent (100%) of all of the Lots in Section One and Section Two are occupied by residents.

2. USE OF LOTS

A. BUILDINGS

No building shall be constructed, altered, or permitted to remain on any Lot for other than single family residential purposes. No single family residential dwelling (a **"Building"**), which may include servants quarters, shall be constructed on less than one Lot. The Building is not to exceed two (2) stories in height and shall include an attached, private garage for not less than two (2) automobiles. Any detached garage may not exceed one story in height. The Architectural Control Committee may allow, at its sole discretion, the Building to be of two and one-half stories or the Building to be constructed upon adjacent Lots, in which event the Architectural Control Committee may waive the side lot line setback requirements as to the lot line which is crossed by such dwelling. The Architectural Control Committee may also allow at its sole discretion, an accessory building (an **"Accessory Building"**), provided the Accessory Building has a maximum height to the top of the roof lines of sixteen feet (16') and satisfies the requirements herein expressed for Accessory Buildings.

B. PROHIBITED ACTIVITIES

Except as herein referred to, no activity, whether or not for profit, which is not related to single family residential purposes, shall be performed on any Lot. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. As long as it owns property in any Windsor Park Estates subdivision, Academy, or its assigns, may maintain in or upon such portions of the property as Academy determines, such facilities as in its sole discretion may be necessary or convenient, including, but not limited to, offices, storage areas and signs. Under the provisions of this section, real estate offices, builders' sales offices, construction offices, builders' business offices, residential sales company offices and real estate brokers' offices are specifically prohibited without the express prior written consent of Academy.

C. TEMPORARY STRUCTURES

Except as expressly provided in this Declaration, no structure of a temporary character, trailer, basement, tent, shack, barn, garage or other out-building shall be used on any Lot at any time as a residence temporarily or permanently, nor shall any residence or other structure be moved onto any Lot.

D. SIGNAGE

Signs of any kind shall not be displayed to the public view on any Lot except one sign per Lot of not more than five (5) square feet advertising the property for sale or for rent and except signs used by Academy and by the original builders of any Building to advertise the property during the construction and sales period. Academy, its assigns, or the Association, will have the right to remove any such sign exceeding the five (5) square feet which is placed on any Lot and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising with such removal.

E. STORAGE OF VEHICLES

Boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are not to be semi-permanently or permanently stored in the public street, on driveways, or on yards. Permanent or semi-permanent storage of such items and vehicles must be within the garage of the residence.

F. OIL AND MINING ACTIVITY

Oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall not be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. Derrick or other structures designed for use in boring for oil or natural gas shall not be erected, maintained or permitted upon any Lot. With respect to all mineral interests in the land of which the Subdivision is comprised, Developer, for itself and its successors and assigns, hereby waives all surface rights.

G. ANIMALS

Animals, livestock or poultry of any kind shall not be raised, bred or kept on any Lot except that no more than three (3) household pets may be kept provided that they shall not become a nuisance and are not kept, bred or maintained for any commercial purposes. Dogs shall be kept quiet so as not to disturb any persons.

H. GARBAGE AND REFUSE

Lots shall not be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in enclosed sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and concealed public view.

I. MAILBOXES

The mailbox design and placement will be determined by the Architectural Control Committee. Each Lot owner will purchase the mailbox from the source specified by the Architectural Control Committee and will maintain it in good condition making no changes in its color or appearance.

3. LOCATION OF IMPROVEMENTS

Buildings shall face the street on which the Lot on which they are located has the smallest frontage provided that the Building on Lot 39 shall face South.

Buildings shall not be located on any Lot nearer to the lot lines than the minimum corresponding building set back lines shown on the recorded plat. No Building, or garage or other permitted Accessory Building shall be located on any residential building lot nearer than Fifty feet (50') to the front lot line, nor nearer than Twenty feet (20') to any side lot line along a street, unless otherwise noted on the recorded plat or within these

restrictions, nor nearer than Forty feet (40') to the rear lot line, nor nearer than Ten feet (10') to the side lot line on the non-garage side nor nearer than Thirty feet (30') to the side lot line on the garage side. A portion of a one story section of a Building may be built between Thirty feet (30') and Twenty feet (20') from the side lot line on the garage side if the section within these boundaries is at least Thirty feet (30') from the front building set back line. An Accessory Building permitted by the Architectural Control Committee shall be subject to the foregoing restrictions except that such Accessory Building may also be located between Fifty feet (50') and Twenty feet (20') from the rear lot line and may not be located nearer than Thirty feet (30') from any side lot line.

Access by vehicles to all garages may only be from the side of the garage which is at an angle of at least ninety (90) degrees to the front wall of the Building. Each residential structure must be accompanied by a garage structure which will contain no less than six hundred (600) square feet, which will have no less than one double garage door or two single garage doors, and which will accommodate a minimum of two (2) automobiles. In no event shall any garage structure be more than Eight feet (8') nearer to the front building set back line than the frontmost wall of the main residential structure excluding the garage. No driveway shall be nearer than Two feet (2') to the side lot line. The garages must be attached or connected to the main structure unless otherwise approved by the Committee. If the access opening of a garage is within Fifteen feet (15') of the front building set back line, then a brick screening wall at least Fourteen feet (14') in length and Six feet (6') in height must be built along the nearest front Building wall.

In no event shall any basketball goal be less than Fifteen feet (15') from the front building set back line or the nearest front wall of the main residential structure including the garage or nearer than Ten feet (10') to any side lot line.

No fence, wall, hedge, pergola, basketball goal, or other detached structure may be erected, grown or maintained on any part of any Lot between the building set back line and the adjoining street(s) unless approved by the Architectural Control Committee. Any wall, fence or hedge erected as protective screening on a Lot by Developer or by any original builder of any building shall pass ownership with title to the Lot, and it shall be owner's responsibility to maintain such protective screening thereafter. No free standing flagpole may be erected on any Lot.

4. MINIMUM SQUARE FOOTAGE WITHIN REQUIREMENTS

The air conditioned livable area of each Building shall not be less than Four Thousand (4,000) square feet. If a Building is designed as a two story structure, the second floor air conditioned livable area shall be at least 34% of the total air conditioned livable area of the first floor.

5. BUILDING MATERIAL

All construction plans submitted for approval by the Architectural Control Committee must specify the color and type of materials of which the structure will be built. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish of any portion of a structure facing a street must only be brick, stone or other masonry material (collectively **"Masonry Material"**), the exterior finish of any portion of the side walls (those walls which neither face the street nor face the rear lot line) of any structure must only be Masonry Material on the first floor and must be of at least Sixty percent (60%) Masonry Material on the total of all floors on each side and the exterior finish of any portion of the rear walls (those walls which face the rear lot line) of any structure must only be Masonry Material on the first floor. Plain aluminum finish windows will not be permitted.

6. ROOFING MATERIAL

The roof of all buildings shall be constructed or covered only with materials specifically approved by the Architectural Control Committee, which approval must be obtained in writing prior to commencement of roof construction, covering or recovering. The Architectural Control Committee shall specify the brand, color and weight of the shingles to be used and the use of any other material will have to be specifically approved in writing by the Architectural Control Committee.

7. FENCES

Fences must only be constructed of brick, wood or wrought iron. No chain link, concrete, metallic or plastic fences may be built. The portion of any fence which is constructed within Thirty feet (30') of the front building set back line, parallel to the front building set back line must only be constructed of brick or wrought iron. Fences built along the perimeter or within Ten feet (10') of the perimeter of any Lot must be no less than Six feet (6') tall and no more than Six and one-half feet (6-1/2') tall. Fences along the northern and eastern boundaries of the Subdivision may be built up to Eight feet (8') tall. All fences facing public streets on Lots 39, 40, 41 and 42 must be wrought iron or brick

columns with wrought iron. A wrought iron fence may be made of wrought iron, steel or aluminum as long as it has the appearance of wrought iron. Any deviation from this section must be approved by the Architectural Control Committee.

8. TREES

On or before the occupancy of each Building (**"Occupancy"**), the owner of each Lot shall plant between the sidewalk and the Tree Line (as herein defined) two live trees, in the case of an interior Lot, and four live trees, in the case of a corner Lot. The Tree Line for an interior Lot shall be Fifteen feet (15') outside the front building set back line and the Tree Line for a corner Lot shall be Fifteen (15') outside the front and Ten feet (10') outside the side building set back lines. Each tree planted in satisfaction of this requirement (a **"Lawn Tree"**) shall be of a hardwood variety and shall have a minimum trunk size of Four inches (4") in diameter; provided, however, that the requirement to plant one tree of a hardwood variety may be satisfied by the planting of two softwood trees which shall have a minimum trunk size of Four inches (4") in diameter.

On or before Occupancy, the owner of each Lot shall also plant between the curb and the sidewalk trees whose number and location shall be specified in writing by the Architectural Control Committee. Each tree planted in satisfaction of this requirement (a **"Curb Tree"**) shall be a minimum of a Thirty (30) gallon live oak tree and all such trees shall be at least Thirty feet (30') apart. No trees or shrubbery other than those specified herein may be planted between the curb and the sidewalk.

Lots Thirty-nine (39), Forty (40), Forty-one (41), and Forty-two (42) shall be considered corner Lots for the purpose of meeting these requirements. All Lawn Trees located on these Lots shall be between Fifteen feet (15') from the curb and the Tree Line. All Curb Trees located on these Lots shall be between the curb and Twelve feet (12') from the curb.

Trees which are planted in satisfaction of the requirements of this section and which tree or trees subsequently die or are uprooted for any reason must be replaced within thirty (30) days. Any variation from the foregoing requirements must be approved in writing by the Architectural Control Committee.

9. LOT GRADING

After the conveyance of each Lot or Lots from Academy, each Lot must be graded and maintained in such a manner so as to permit all water from all sources to drain naturally into the street storm sewer system that sides on or fronts each respective

Lot. No Lot may be graded in such a manner as to permit water runoff to drain or flow onto or across any adjacent Lot nor shall any Lot be graded or maintained in such a manner as to allow the accumulation of standing water.

10. SIDEWALKS

All Sidewalks, as herein defined, which are visible to the public will be constructed of poured concrete, with a plain finish. Each Lot will have a Four foot (4') sidewalk (a **"Sidewalk"**) between the area Seven feet (7') to Eleven feet (11') from the curb on all sides of the Lot adjoining streets. Sidewalks will be built to specifications approved by the Architectural Control Committee. Lots Thirty-nine (39), Forty (40), Forty-one (41), and Forty-two (42) are not required to have sidewalks. The care and maintenance of the sidewalks in front and, where applicable, on the side of each Lot is the responsibility of the owner of that Lot even if the sidewalk is not partially or fully on the Lot owner's property.

11. VISUAL OBSTRUCTIONS AT THE INTERSECTIONS OF PUBLIC STREETS

Nothing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted on a corner lot.

12. MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential Lot unless hidden from outside view, and no radio or television aerial wires, antennae or dishes shall be placed or maintained on the outside of any building nor shall any free standing antennae of any style be permitted. All radio or television aerial wires or antennae must be built within the main or other permitted structure and not visible from outside of such structure.

13. UTILITY EASEMENTS

For installation and maintenance of utilities, easements are reserved as shown and provided for on the recorded plat and as they may appear in the records of the Harris County Clerk's Office, and no structure shall be erected upon any of said easements. Neither Academy nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers,

grass or other improvements located on the land covered by said easements.

14. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM

An underground electric distribution system will be installed in that part of the Subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the Subdivision. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. 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 or 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 homeowners 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, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed 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 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, Houston Lighting and Power Company (the **"Company"**) shall not be obligated to provide electric service to any such mobile home unless (a) Developer 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 each affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) $1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of 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 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 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 nonresidential development in such Reserve(s).

15. LOT MAINTENANCE

The owners or occupants of all Lots (inclusive of adjacent easement areas) shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall not use any Lot or portion thereof for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. The drying of clothes in full public view is prohibited, and the owners or occupants of any Lots at the intersection of streets or other facilities where the yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

16. COMMUNITY MAINTENANCE

A. ASSESSMENTS

An annual maintenance assessment payable in advance on January 1 of each year for the purpose of creating a fund for the operation of an entity known as Windsor Park Estates Homeowners Association, Inc. ("**Association**"), a non-profit corporation, shall be imposed on each Lot. The maintenance assessment for each Lot will commence with the date of conveyance of such lot by Academy, its successors and assigns. The owner, for each Lot owned within the subdivision, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association (1) annual assessments ("**Assessment**") and (2) other charges ("**Charges**") provided for hereinbelow. Annual Assessments shall be established and collected and other Charges shall be collected as hereinafter provided. The annual assessments and other charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment or other Charge is made. However, the aforesaid lien is expressly subordinate and inferior to any first mortgage lien on any Lot in the Subdivision. In addition to the Charge on the land, each such Assessment or Charge, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the owner of such land at the time when the Assessment or Charge fell due. As long as there is Class B membership in the Association, the Developer shall be responsible for any shortages in the accounts of the Association, but only in the event that the maximum annual assessments chargeable under the provisions of the Declaration are insufficient to cover the actual costs incurred by

the Association in the performance of its duties pursuant to the Declaration. The developer may, in its sole discretion, by written agreement elect to pay any shortages in the accounts of the Association.

The Assessment shall be established or adjusted by the Association from year to year as the needs of the property in Section One and Section Two may, in its judgment, require, but in no event shall such Assessment exceed One Thousand, Five Hundred and No/100 Dollars ($1,500.00) per Lot in Section One and Section Two per year adjusted to 1990 purchasing power as measured by the Consumer Price Index, or comparable statistic published by the United States government. The Assessment shall remain effective until December 7, 2009, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the Lots in Section One and Section Two may revoke such Assessment on either December 7, 2009, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to December 7, 2009, or at any time prior to the expiration of any successive ten (10) year period thereafter.

B. ENFORCEMENT

The Association, its successors or assigns, without liability to the owner or occupant in trespass or otherwise, may, after ten (10) days' written notice to the owner or occupant and failure of the owner or occupant to comply with the terms of such notice, enter upon such Lot or Lots in Section One and Section Two and do or cause to be done such actions that will bring the Lot and improvements thereon into compliance with these restrictions. The cost (**"Charges"**) of carrying out such actions shall be billed to the Lot owner by the Association by placing such bill in the United States mail, postage paid. Any Assessments and Charges which are not paid when due shall be delinquent. If the Assessment or Charge is not paid within thirty (30) days after the due date, the Assessment or Charge shall bear interest from the date of delinquency at a rate which shall be the lesser of fifteen percent (15%) per annum or the maximum non-usurious rate 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 such Lot, regardless of whether or not there is personal liability of the current owner, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment or Charge. Each such owner, by his acceptance of a deed to a Lot in Section One and Section Two, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such

Charges as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by judicial action brought in the name of the Association and by a non-judicial action in a like manner as a mortgage foreclosure on real property, and such owner hereby expressly grants to the Association an extra-judicial power of sale in connection with the non-judicial foreclosure of such lien. The lien provided for in this paragraph shall be in favor of the Association and shall be for the benefit of all other Lot owners in Section One and Section Two. The Association, acting on behalf of the Lot owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

C. EXPENDITURES

The maintenance fund shall be applied, insofar as it may be sufficient (with priority given to maintenance of cul-de-sac islands, esplanades, restricted reserves, common open areas, and aesthetic features located within county right-of-way), toward the payment for maintenance of streets, paths, parkways, cul-de-sacs, esplanades, vacant Lots, lighting, fogging, employing of policemen and workmen, enforcement of these restrictions, and any other things necessary or desirable in the opinion of the Association to maintain or improve the property in Section One and Section Two which it considers to be of general benefit to the owners or occupants of the property in Section One and Section Two, it being understood that the judgment of the Association in the expenditure of said fund, shall be final as long as said judgment is exercised in good faith.

17. THE ASSOCIATION

A. MEMBERSHIP

Every person or entity who is a record owner of any Lot or Lots in Section One or Section Two (an **"Owner"**) shall be a member of the Association (a **"Member"**). No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of a Lot in Section One or Section Two.

"Common Properties" shall mean and refer to all those areas of land within in Section One and Section Two, except the Section One Lots, the Section Two Lots, the public streets and any unrestricted reserve shown on the Plat. Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use

and benefit of all Common Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each Lot in any future section shall be impressed with and subject to Assessments and Charges imposed hereby. Such additional stage of development may be annexed in accordance with the provisions of Section 22, upon a merger or consolidation of the Association with another association. The Common Properties may be transferred to a surviving association, or alternatively, the properties, rights, and obligations of another association may be consolidated with those of the Association pursuant to a merger. The surviving or consolidated association shall administer the restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration, except as agreed to by an eighty percent (80%) vote of the Owners of the Association.

B. VOTING CLASS

The association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, except Developer, and each shall be entitled to one vote for each Lot in Section One or Section Two. When more than one person holds an interest in any Lot, all such persons shall be Members and the vote of 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 one Lot.

Class B. Class B Members shall be the Developer who shall be entitled to six (6) votes for each Lot owned in Section One or Section Two.

Class B membership shall cease and be converted to Class A membership on the happening of either of the following two events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(B) December 7, 1999.

C. AUTHORITY

WINDSOR PARK ESTATES HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, has been organized pursuant to the laws of the State of Texas, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Subject to the provisions below, every Member shall have a common right and easement of use and enjoyment in the Common Properties for the purposes for which the Common Properties are created, and such right and easements shall be appurtenant to and shall pass with the title to every Lot.

The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in this Declaration, and shall also be subject to the following provisions:

(a) The Association shall have the right to borrow money and with the consent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members to mortgage the Common Properties.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties against foreclosure of any such mortgage.

(c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any Assessment or other amount owed by such Member to the Association remains unpaid.

(d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees established by the Association for the use of any facilities which are a part of the Common Properties.

(f) The Association shall have the right to dedicate or convey all or any part of the Common Properties to any public authority for such purposes and subject to such conditions as may be agreed to by the Association.

(g) The Association shall have the right to rent or lease any part of the Common Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of Owners, with the consent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members voting in person or by proxy, at a meeting duly called for this purpose.

18. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of the Association and of any subsequent owner of a Lot or Lots in Section One and Section Two and their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

19. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements or restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions, which shall remain in full force and effect.

20. AMENDMENT TO THE ABOVE RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land until December 7, 2029,after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the period ending December 7, 2009 by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots in Section One and Section Two and thereafter by an instrument signed by the owners of not less than sixty percent (60%) of the Lots in Section One and Section Two. Academy, its successors and assigns, may until December 7, 1994, amend these covenants and restrictions when, in its opinion, such amendment will beneficially affect the overall plan of the development for the subdivision. Any amendment must be recorded in the Office of the County Clerk of Harris County, Texas. In no event shall the number of Lots provided by this Declaration be increased. In no event may this Declaration be amended, nor may the Architectural Control Committee grant a

variance, to reduce this Declaration's requirements with respect to the minimum square footage of a Building or with respect to the requirement that no Building shall be constructed on less than one Lot, except by an instrument signed by the owners of not less than one hundred percent (100%) of the Lots.

21. RIGHTS OF MORTGAGEES

Any violation of any of the easements, agreements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the Lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this Declaration obtained through sale in satisfaction of such mortgage or deed of trust shall thereafter be held subject to all of the provisions hereof.

22. ADJACENT PROPERTY

The Subdivision is a part of a larger tract or block of land. While Developer may purchase and subdivide other portions of its property, or may subject the same to a declaration such as this Declaration, Developer shall have no obligation to do so, and if Developer elects to do so, any subdivision plat or declaration executed by Developer with respect to any of its other property may be the same as or similar or dissimilar to any subdivision plat covering the Subdivision, or any part thereof, or to this Declaration as Developer shall, in its sole discretion, desire.

23. FIREWORKS AND FIREARMS

The use, sale or distribution of any pyrotechnic device which may be classified as a "firework" is expressly prohibited within the confines of the Subdivision. A firework is defined as being "a device for producing a striking display, as of light, noise or smoke, by the combustion of explosive or inflammable compositions". Use of firearms is expressly prohibited.

24. JOINDER BY LIENHOLDER

Banque Nationale de Paris, Houston Agency, successor in interest to BNP Finance Southwest Corporation, a Delaware corporation, joins herein for the sole purpose of evidencing its consent hereto.

25. INDEMNIFICATION

Academy Development, Inc. hereby agrees to indemnify and hold Banque Nationale de Paris, Houston Agency, and BNP Finance Southwest Corporation, their respective officers and directors, harmless from and against any and all claims for damages in any way related to the execution of the Amendment and Restatement of the Amendment and Restatement of Windsor Park Estates, Section One, Declaration of Covenants, Conditions and Restrictions.

~~EXECUTED~~ effective the 13 day of March, 1991.

Academy Development, Inc., a Texas corporation

By: Mary Jane Bridges
Print Name: Mary Jane Bridges
Title: President

Banque Nationale de Paris, Houston Agency

By:
Print Name: Dominique N. Romain
Title: Executive Vice President

029-19-1788

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Mary Jane Bridges, in her capacity as President of Academy Development, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13 day of March, 1991.

Texas Notary Public

My Commission Expires:

(Print Name)

JACKIE SERRA
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-17-94

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Dominique N. Romain in his capacity as Executive Vice President of Banque Nationale de Paris, Houston Agency, 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 purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of March, 1991.

Texas Notary Public

My Commission Expires:

(Print Name)

AFTER RECORDING RETURN TO:

MEYER & CRIBBS, P.C.
1700 West Loop South
Suite 1100
Houston, Texas 77027
Atten: René F. Bell
File No. 3118-4

RFB/3118/004/DEC2.thf
03/13/91 8:55am

029-19-1789

FILED

91 MAR 26 AM 11:34

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS }
COUNTY OF HARRIS }

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

MAR 26 1991

COUNTY CLERK,
HARRIS COUNTY, TEXAS

R177370

AMENDMENT TO WINDSOR PARK ESTATES, SECTION ONE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

State of Texas)
) SS.
County of Harris)

502-02-0135

KNOW ALL BY THESE PRESENTS:

As of this 6th day of December, 1994, **ACADEMY DEVELOPMENT, INC.**, a Texas corporation with an office at 7302 Birchtree Forest Dr., Houston, Texas 77088 ("Academy" or "Developer") hereby adopts and places into effect the following amendments to the "**Windsor Park Estates, Section One Declaration of Covenants, Conditions, and Restrictions**" ("Declaration") of the Windsor Park Estates, Section One Subdivision out of the H.T. & B.R.R. Co. Survey, Abstract No. A-388, in Harris County, Texas, as now filed with the records of Harris County, Texas, and in force and effect. This amendment is adopted pursuant to the reserved authority for Academy as the Developer of Windsor Park Estates Section One Subdivision to adopt amendments on or before December 7, 1994, as stated in Paragraph 20 of the amended and restated Declaration dated March 13, 1991, and as recorded under at Harris County Clerk's File No. M742094. Academy finds and states its opinion that the amendments set forth below will beneficially affect the overall plan of development for the subdivision.

1. The fourth (next to last) grammatical paragraph of Paragraph 3 "Location of Improvements" is amended to read as follows:

Unless the Architectural Control Committee grants a variance in writing, all basketball goals shall be placed at least Fifteen feet (15') behind (a) the front building set back line, or (b) the nearest front wall of the main residential structure including the garage, whichever is further from the street. Unless the Architectural Control Committee grants a variance in writing, all basketball goals shall be placed at least Eight feet (8') from any side lot line.

2. The second grammatical paragraph of Paragraph 8 "Trees" is amended to read as follows:

On or before occupancy, the owner of each Lot shall also plant between the curb and the sidewalk live oak trees ("Curb Trees") whose number and location shall be specified by the Architectural Control Committee. Each tree planted in satisfaction of this requirement shall be a minimum of a thirty gallon live oak tree, and all such trees shall provide full coverage for the Lot's front and any side curbs with minimum and maximum distances between Curb Trees of a minimum Thirty feet (30') apart and a maximum of no more than Forty-Five feet (45') apart. No trees or shrubbery other than Curb Trees may be planted between the curb and sidewalk.

3. The last grammatical paragraph of Paragraph 8 "Trees" is amended to read as follows:

Lawn Trees and Curb Trees required by this Paragraph 8 "Trees" which are not timely planted or which subsequently die or are uprooted for any reason must be planted or replaced within a reasonable time following the occurrence or omission involved; provided however, that to the extent necessary to avoid summer heat not conducive to planting of trees, the planting or replacement may be postponed for a time not to exceed six (6) months.

4. The following additional provisions are added to Paragraph 12, "Maximum Height of Antennae":

Satellite dishes are prohibited except as follows: Satellite dishes with a dish diameter not exceeding Twenty inches (20") may be installed with the written approval of the Architectural Control

Committee and in conformance with the material requirements, specifications, and plans for construction and installation presented to and approved by the Architectural Control Committee. Any satellite dishes and associated equipment shall be installed in a manner that precludes visibility from the street. Only black or other very dark non-rusting dishes will be permitted, and no roof peak mounts or chimney mounts will be permitted. Without limitation of other remedies, any violation of this restriction will require removal of the offending antenna or satellite dish within thirty (30) days after written notice to the owner from the Architectural Control Committee at the expense of the owner.

5. Section 20, "Amendment to the Above Restrictions" is amended by deleting the term "seventy-five percent ('75%')" in the second sentence and substituting therefor the term "sixty-six and two-thirds percent ('66 2.3%')."

6. A new Paragraph 26 is hereby added as follows:

26. RESTRICTIONS BINDING ON SUCCESSORS , HEIRS, AND ASSIGNS

Any restrictions or requirements applicable to owners prior to Occupancy or which for any reason are not observed and performed or which are inadequately performed by prior owners shall be performed by their successors, heirs, and assigns without any necessity for notice or other request for performance.

IN WITNESS WHEREOF, Academy has set its hand by its duly authorized officials as of the date set forth above.

ACADEMY DEVELOPMENT, INC.

Antonio R. Corbett, President

ACKNOWLEDGEMENT

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Antonio R. Corbett, in his capacity as President of Academy Development, Inc., 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of December, 1994.

Texas Notary Public

My Commission Expires:

5-9-95

Nino Corbett

502-02-0137

FILED

94 DEC -6 PM 1:41

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS }
COUNTY OF HARRIS }

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

DEC 6 1994

COUNTY CLERK
HARRIS COUNTY, TEXAS