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WINDSOR PARK ESTATES, SECTION TWO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS *le*

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

H/M
THAT ACADEMY DEVELOPMENT, INC. hereinafter referred to as "Academy" or "Developer" (a Texas corporation), being the owner of that certain 32.0838 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 TWO, ("subdivision"), according to the plat of said subdivision recorded under Film Code 348004 of the Map Records of Harris County, Texas, Clerk's File No. NO31957 of the Official Public Records of Real Property 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 TWO, 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 TWO, 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 TWO, such residential Lots in WINDSOR PARK ESTATES, SECTION TWO, being as follows:

- Block 1: Lots 1 through 21
- Block 2: Lots 1 through 29
- Block 3: Lots 1 through 14
- Block 4: Lots 1 through 14

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.

THAT ACADEMY, pursuant to the authority granted to the Developer to amend the Section One 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 said subdivision and pursuant to the terms of the WINDSOR PARK ESTATES SECTION ONE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (THE "Section One Declaration"), recorded under Harris County Clerk's File No. M433478, as amended by AMENDMENT TO WINDSOR PARK ESTATES SECTION ONE, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, recorded under Harris County Clerk's File No. M742094, has by separate instrument amended the Section One

Declaration to annex Windsor Park Estates, Section Two 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.

1. THE ARCHITECTURAL CONTROL COMMITTEE

Construction plans, specifications and a plot plan showing the location of any structure or improvements, mailboxes, 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

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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"), shall be constructed on less than one Lot. The Building is not to exceed two (2) stories in height and shall include an attached or detached, private garage for not less than two (2) and not more than four (4) 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; also it may allow a 1½ story section of the house or garage to qualify, for purposes of these deed restrictions, as a one story section of the house or garage. 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. For as long as it is owned by Academy, the property located at Lot One (1), Block One (1) of Windsor Park Estates, Section Two may be used for only the following purposes: single family residential purposes, real estate sales, and business offices. Any building erected on such lot shall satisfy the other requirements herein specified. 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.

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. Unless otherwise noted on the recorded plat or within these restrictions, no Building or garage or other permitted Accessory Building shall be located on any residential building lot nearer than Forty feet (40') to the front lot line, nor nearer than Twenty-five feet (25') to any side lot line along a street, nor nearer than Eight feet (8') to the rear lot line, nor nearer than Five feet (5') to the side lot line on the non-garage side nor nearer than Ten feet (10') to the side lot line on the garage side. The foregoing restrictions with respect to the location of Buildings are modified as follows for the specified lots: 1) no Building or garage shall be located on Lot One (1), Block One (1) nearer than Fifty feet (50') to the front lot line; 2) buildings and garages may be located as near as, but not nearer than Thirty-Five feet (35') from the front lot line on Lot Twenty-Seven (27), Block Two (2), Lot Twenty-Eight (28), Block Two (2),

and Lot Twenty-Nine (29), Block Two (2); and 3) the set back requirements related to side lot lines, not those related to side street lines, shall be applicable to all side lot lines of Lot Two (2), Block One (1) and Lot Twenty-Nine (29), Block Two (2). An Accessory Building permitted by the Architectural Control Committee shall be subject to the foregoing restrictions except that such Accessory Building must be behind the main structure or garage and may not be located nearer than Ten feet (10') from any side lot line. Notwithstanding anything to the contrary contained herein, a detached garage may be located as close as Three feet (3') from any side lot line, which is not a side street line, provided that no part of the garage within Ten feet (10') of the side lot line may exceed one story in height. Should the house have an attached garage, any one story portion of the house or garage which is more than 25' behind the building line may be 5' to the side lot line on the garage side. Any one story portion of an attached garage more than 35' behind the building line may be 3' from the side lot line on the garage side.

Each residential structure must be accompanied by a garage 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. The automobile access opening of a garage may not be nearer than Twenty-Five feet (25') to the front building set back line, unless such access opening is approved by the Architectural Control Committee, is part of a garage attached to the Building and is at an angle of at least ninety (90) degrees to the front lot line. Except for houses located on Lot Two (2), Block One (1) and Lot Twenty-Nine (29), Block Two (2), houses bounded by streets on two sides, excluding the back side, may, in the alternative, have garage access directly from the street along the side lot line. The location of all garages and of all automobile access openings to attached or detached garages must be approved in writing by the Architectural Control Committee. Detached garages must be attached or connected to the main structure by breezeway unless otherwise approved in writing by the Architectural Control Committee.

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 Eight feet (8') 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 property, 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 exclusive of porches, stoops, and garages shall not be less than Three Thousand Five Hundred (3,500) square feet.

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 the front building line must only be brick, stone or other masonry material (collectively "Masonry Material") and 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 be Masonry Material on the first floor. Each Building must have a facade of Masonry Material covering at least Fifty-one percent (51%) of the exterior vertical walls.

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 review, not by way of limitation, the color composition, quality, grade and overall appearance of the exterior roofing material proposed. In advance, the Architectural Control Committee may specify in writing, the brand, color and weight of the shingles to be used, in which case, 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. 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. For purposes of the location of fences pursuant to this Section 7, the southern perimeter of Lot Twenty (20) and Lot Twenty-One (21), Block One (1) and Lots One (1) thru Sixteen (16), Block Two (2) shall be construed to be along a line which is Twenty feet inside the southern boundary of such lots. Fences along the southern and

eastern perimeter of the subdivision may be built up to Eight feet (8') tall. 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 in writing 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 three 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 have a minimum trunk size of one inch (1") in diameter or shall be a minimum Thirty (30) gallon tree.

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 Twenty feet (20') apart. No trees or shrubbery other than those specified herein may be planted between the curb and the sidewalk.

These requirements include each lot or partial lot upon which no dwelling or structure is erected but which is conveyed at any time to the owner of an adjoining lot upon which a Building or other permitted structure has been erected.

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, provided that Lot Twenty (20) and Lot Twenty-One (21), Block One (1) and Lots One (1) thru Fifteen (15), Block Two (2) may drain, into the drainage easement at the rear of each such Lot, provided that such drainage shall conform to all requirements

imposed by recorded documents which affect such Lots. Lots Ten (10) thru Thirteen (13), Block One (1) and Lots Sixteen (16) thru Twenty-Five (25), Block Two (2) may drain into the storm sewer system at the rear of each such Lot provided that such drainage shall conform to all requirements imposed by recorded documents which affect such Lots. 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. 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 AND DRAINAGE EASEMENTS

For installation and maintenance of utilities, and for the drainage of a portion of the Subdivision, 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. No fences, buildings, plantings or other obstructions to operation or maintenance shall be constructed upon the drainage easement along the southern boundary of the Subdivision (the "Drainage Easement") and the grass and other vegetation within the Drainage Easement shall be maintained by the Association, at the Association's expense.

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 of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each 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:

029-19-1763

(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.

029-19-1764

(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

029-19-1765

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 Windsor Park Estates, Section Two, 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: [Signature]
Print Name: Dominique N. Romain
Title: Executive Vice President

029-19-1767

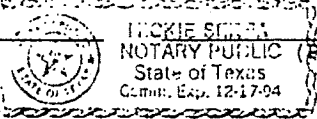
STATE OF TEXAS

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.

Jackie Sierra
Texas Notary Public

My Commission Expires:

STATE OF TEXAS


JACKIE SIERRA
NOTARY PUBLIC (Print Name)
State of Texas
Comm. Exp. 12-17-94

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.

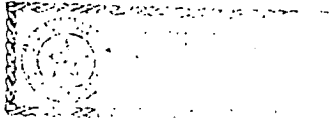
Rosswood Sherman
Texas Notary Public

My Commission Expires:

(Print Name)

AFTER RECORDING RETURN TO:

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



029-19-1768

FILED

91 MAR 26 AM 11:34

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MENTAL OR USE OF THE RECORDED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND LEGALLY 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
truly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

MAR 26 1991

Quita Roseman
COUNTY CLERK,
HARRIS COUNTY, TEXAS



021-55-0979

N669487

FIRST AMENDMENT OF WINDSOR PARK ESTATES,
SECTION TWO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

05/19/92 09774925 N669487 \$ 9.00

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT ACADEMY DEVELOPMENT, INC. hereinafter referred to as "Academy" or "Developer" (a Texas corporation), being the Developer owner of that certain 32.0838 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 TWO, ("Subdivision"), according to the plat of said Subdivision recorded in 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 "Plat"), intending to create and carry out a uniform plan for development of the lots in WINDSOR PARK ESTATES, SECTION TWO, for the benefit of the present and future owners of said lots, pursuant to the authority granted to the Developer to amend the Declaration pursuant to Section 20 of the Windsor Park Estates, Section Two Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded under the Clerk's File Number N065136 of the Official Public Records of Real Property of Harris County, Texas, does hereby amend Section 3 ("Location of Improvements") and Section 8 ("Trees") of the Declaration to additionally provide as follows:

3. Location of Improvements. Owner shall not grant any aerial, surface or underground easement upon his Lot, or any portion thereof, without the written consent of a majority of the members of the Board of Directors of the Association, or if there is no Board of Directors at the time such consent is required, the owners of not less than sixty percent (60%) of the Lots in Section Two, which consent may be withheld at their sole discretion.

8. Trees. In the event that the owner of Lot fails to plant the trees as required herein, on or before the occupancy of each Building, such owner, and any subsequent owner of the Lot, shall jointly and severally be obligated to plant the trees as described. In the event that any owner fails to comply herewith, the Association is authorized to plant trees in order to satisfy such requirements and the owner of the lot affected shall reimburse the Association for all expenses incurred in such activity. All obligations of any owner,

provided herein, shall be binding on any owner who later acquires title to the Lot.

It is stipulated that the foregoing amendments will beneficially affect the overall plan of development for the Subdivision. Accordingly, Academy has executed this amendment pursuant to Section 20 of the Restated Declaration.

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.

FN

As a member,

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 this instrument.

Executed the 15 day of April, 1992.

ACADEMY DEVELOPMENT, INC., a Texas corporation

171

By: *Mary Jane Bridges*
Printed Name: Mary Jane Bridges
Title: President
By: Nino R. Corbett III
Title: Attorney-in-Fact

BANQUE NATIONALE DE PARIS, Houston Agency

124

By: *B. Lavole*
Print Name: Bruno Lavole
Title: Vice President

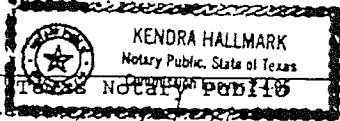
021-55-0981

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Nina R Corbett Attorney-in-Fact For

Before me, the undersigned authority, on this day personally appeared *May Jane Briggs*, in ~~his~~ her capacity as _____ 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 *6th* day of *May*, 1992.



Kendra Hallmark
(Print Name)
Kendra Hallmark

My Commission Expires: *2-4-95*

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Bruno Lavole, in his capacity as 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 the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

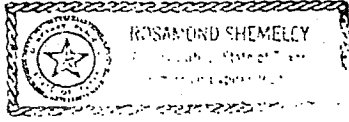
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the *23rd* day of *April*, 1992.

Rosamond Semeleux
Texas Notary Public
ROSAMOND SHEMELEUX
(Print Name)

My Commission Expires: *9-25-93*

AFTER RECORDING RETURN TO:

MEYER & CRIBBS, P.C.
2200 Lyric Centre
440 Louisiana
Houston, Texas 77002



021-55-0982

ANY PROVISION OF LAW WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED 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

MAY 14 1992



Paula Robinson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

HARRIS COUNTY
TEXAS

92 MAY 14 AM 8:37

FILED

R177371

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

502-02-0138

State of Texas)
County of Harris) SS. 12/02/94 00002621 R177371 \$ 2.00

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 Two Declaration of Covenants, Conditions, and Restrictions" ("Declaration") of the Windsor Park Estates, Section Two Subdivision out of the H.T. & B.R.R. Co. Survey, Abstract No. A-388, in Harris County, Texas, as now recorded 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 Two to adopt amendments on or before December 7, 1994, as stated in Paragraph 20 of the Declaration dated March 13, 1991, and as recorded at the Harris County Clerk's office. 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 Twenty feet (20') apart and a maximum of no more than Thirty-Five feet (35') 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%)."

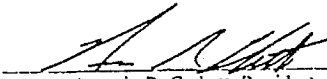
6. A new Paragraph 26 is hereby added as follows:

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.

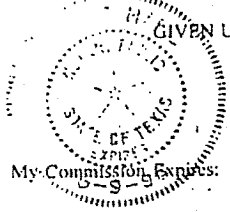

Antonio R. Corbett, President

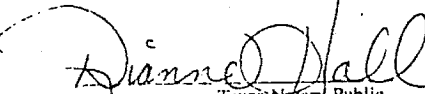
ACKNOWLEDGEMENT

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.




Diana Hall
Texas Notary Public

502-02-0140

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COVENANTS, CONDITIONS, OR OTHER RESTRICTIONS ON 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 6 1994



Beverly B. Hoffman

COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

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Beverly B. Hoffman

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