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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

WILLOWBRIDGE

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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
WILLOWBRIDGE

This Declaration is made as of the 22nd day of July, 1992, by CENTEX REAL ESTATE CORPORATION, a Nevada corporation, ("Declarant") with reference to the following facts:

RECITALS

A. Declarant is the developer and owner of certain real property in Harris County, Texas, known as Willowbridge, the first phase of which is legally described on Exhibit "A" attached hereto and made a part hereof. (Hereinafter sometimes referred to as the "Project".)

B. Declarant intends to improve the Project as a planned development by dividing the Project into lots appropriate for single-family dwellings. To this end Declarant has caused a plat map to be recorded of the first phase of the Project known as Section One. Declarant intends to develop Additional Land as an expansion of Willowbridge under a common scheme and general plan for the improvement and maintenance thereof and, to the extent determined by Declarant from time to time in the future, all or any part of such Additional Land may from time to time be annexed pursuant to the Declaration. At full development, it is intended without obligation that Willowbridge will, in addition to single family detached residential lots, have recreational facilities consisting of a swimming pool, tennis courts, basketball court, a playing field, open spaces and drainage areas. Declarant intends, without obligation, to record various subdivision plats and to dedicate portions of Willowbridge to the public for streets, roadways, drainage, flood control and general public use.

C. For this purpose Declarant intends to subject the Project (and so much of the Additional Land as shall, from time to time, be annexed to the Project in accordance with the provisions of this Declaration) to the covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth in this Declaration, for the benefit of the Project and the future owners thereof.

D. Declarant deems it desirable for the management and administration of the planned development and for the preservation of the values and amenities of the planned development to incorporate the Willowbridge Homeowners Association, Inc. as a non-profit corporation under the laws of the State of Texas for the purposes of ownership of the Common Area (as hereinafter defined),

administering and enforcing the limitations, covenants, conditions, restrictions, easements, liens and equitable servitudes created by or imposed in accordance with the provisions hereof, collecting and disbursing the assessments and charges imposed in accordance with the provisions hereof, and exercising such other powers as may be authorized by this Declaration, by law, or by its Articles of Incorporation and Bylaws.

E. In order to cause this Declaration to run with Willowbridge as well as any land annexed to Willowbridge in the future, and to be binding upon Willowbridge and the owners, lessees and residents thereof from and after the date of recordation of this Declaration, Declarant hereby makes all conveyances of lots within Willowbridge, whether or not so provided in such conveyance, subject to this Declaration and the covenants, conditions and restrictions herein set forth; and by accepting deeds, leases, easements or other grants or conveyances to any portion of Willowbridge, the owners, lessees, residents and other transferees for themselves and their heirs, executors and administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by all of the covenants, conditions and restrictions (including but not limited to the obligation to pay assessments) hereinafter set forth except to the extent such persons are or may be specifically exempted herefrom.

F. Inasmuch as Declarant has entered into a contract to sell lots within the Project to Weekley Homes, Inc. and has in fact closed on the sale of certain of the lots within the Project, Weekly Homes, Inc. has joined in the execution of this Declaration for purposes of submitting any lots purchased within the Project prior to the recordation of this Declaration to the jurisdiction and authority of this Declaration and to be bound thereby.

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE 1
DEFINITIONS

The following terms shall have the following meanings when used in this Declaration:

1.01. Additional Land. "Additional Land" means real property which may from time to time be made subject to this Declaration and annexed to Willowbridge pursuant to the provisions of Article 15 hereof. A legal description of the Additional Land is attached hereto as Exhibit "B".

1.02. Architectural Control Committee or A.C.C. "Architectural Control Committee" or "A.C.C." means the committee formed pursuant to Article 13 of this Declaration.

1.03. Articles. "Articles" means the Articles of Incorporation of the Association, including any amendments thereto.

1.04. Association. "Association" means the Willowbridge Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

1.05. Board. "Board" or "Board of Directors" means the Board of Directors of the Association.

1.06. Bylaws. "Bylaws" means the Bylaws of the Association, including any amendments thereto.

1.07. Common Area. "Common Area" means all real property (together with any and all improvements now or hereafter located thereon) owned by or held in trust for the benefit of the Association for the common use and enjoyment of its members, including the Recreational Common Area when conveyed to the Association, but does not include real property over which the Association has only an easement.

1.08. Completion of Sales. "Completion of Sales" means the earlier of (1) conveyance of all Lots in the Project to purchasers other than a successor Declarant hereunder or (2) eleven (11) years from the closing of the first sale of a Lot; provided, however, if Declarant is delayed in developing the Project, constructing improvements or selling Lots and dwellings due to strikes or work stoppages; shortages of materials, supplies, fuel, power, or energy; moratoria or suspensions on issuance of land use permits and approvals or affecting the availability of water, sewer, power or other utilities or necessary services; inclement weather; civil strife; major disaster or other cause beyond Declarant's reasonable control, said eleven year period shall be extended by the period of any such delay.

1.09. County "County" means Harris County in the State of Texas.

1.10. Declarant. "Declarant" means Centex Real Estate Corporation, a Nevada corporation, and any successor or assign to whom Centex Real Estate Corporation, a Nevada corporation, assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the County, and provided further, in the instrument of conveyance to any such

successor-in-title or assign, such entity is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance, provided, further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Property described in Exhibit "A" attached hereto, and which is now or hereafter subjected to this Declaration, there shall be only one legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

1.11. Declaration. "Declaration" means this Declaration and all amendments or supplements hereto.

1.12. Government Mortgage Agency. "Government Mortgage Agency" shall mean the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, Federal National Mortgage Association or any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase mortgage loans.

1.13. Lot. "Lot" shall mean any area of real property within Willowbridge designated as a residential Lot on any subdivision plat recorded or approved by Declarant with the exception of the Common Areas, open spaces and streets, but together with all appurtenances, improvements, and residences now or hereafter built or placed on the Lot.

1.14. Member. "Member" means a member of the Association.

1.15. Membership. "Membership" means the collective total of all Members of the Association.

1.16. Mortgage. "Mortgage" means a mortgage or deed of trust which constitutes a first lien upon a Lot given to a bank, savings and loan association or other institutional lender for the purpose of securing indebtedness incurred to purchase or improve a Lot.

1.17. Mortgagee. "Mortgagee" means the holder of the beneficial interest in any Mortgage.

1.18. Notice and Opportunity for Hearing. "Notice and Opportunity for Hearing" means giving at least fifteen (15) days' prior notice of a proposed action and the reasons therefor, and an

opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the effective date of the proposed action.

1.19. Occupant. "Occupant" shall mean any person occupying all or any portion of a Residence located within the Project for any period of time, regardless of whether such Person is a tenant or the Owner of such Property.

1.20. Owner. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, and shall include Declarant as to any Lot owned by Declarant and the contract vendee (buyer) under a recorded contract of sale. "Owner" shall not include any Person or entity who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.

1.21. Person. "Person" means an individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.22. Project and/or Property. "Project" and/or "Property" shall mean the Property situated in Harris County, Texas as described in Exhibit "A" to this Declaration and known as Willowbridge, and such later additions to Willowbridge of contiguous land as may by annexation be brought within the purview of this Declaration.

1.23. Recreational Common Area. "Recreational Common Area" means all real Property (including the improvements thereon) owned or to be owned by the Association for the common recreational use and enjoyment of the Members. This may include but not necessarily be limited to the following types of uses: swimming pool, tennis courts, basketball court, tot lot, playing field, cabanas, restroom, parking lot, open space, entry features, wetlands and property over which utility easements have been granted. The initial Recreational Common Areas to be conveyed to and owned by the Association are legally described on Exhibit "C" attached hereto and incorporated herein by this reference. Additional facilities may be conveyed by Declarant to the Association and upon any such conveyance, shall become a part of the Recreational Common Area, or Common Area as defined herein.

1.24. Residence. "Residence" shall mean a structure situated upon a Lot intended for independent use and occupancy as a Residence for a single family. A structure and the land owned as a part thereof (the Lot) shall not become a Residence until the Lot

and structure located thereon shall have been occupied by a third party other than the builder thereof.

1.25. Rules and Regulations. "Rules and Regulations" means reasonable and nondiscriminatory rules and regulations as may be adopted from time to time by the Association, provided notice of such rules and regulations has been posted, published, mailed or otherwise given to Owners in accordance with the requirements of this Declaration.

1.26. Structure. "Structure" means (a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including but not limited to, any building, garage, porch, shed, gazebo, patio cover, pool, fence, paving, wall, all forms of landscaping, signs, temporary or permanent living quarters antennas and satellite dishes;

(b) any excavation, grading, fill, ditch, berm, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot.

1.27. Supplemental Declaration. "Supplemental Declaration" means a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the purposes of annexing additional property, including all or any portion of the Additional Land, to the Project and causing such property to be subject to the scheme of covenants, conditions and restrictions contained in this Declaration.

1.28. Visible from Neighboring Property. "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person 6 feet tall, standing at ground level on any part of a neighboring Lot, adjacent street or Common Area.

1.29. Voting Power. "Voting Power" means the total number of votes held by Members (in a class of Members of the Association, or of Members other than Declarant, as the case may be) whose membership at the time the determination of voting power is made has not been suspended in accordance with the provisions of this Declaration or the Rules and Regulations. Voting Power shall be computed by including all such Members whether or not such Members are present in person or by proxy at a meeting.

ARTICLE 2
SUBMISSION AND TERM

2.01. Submission. The Project shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein, all of which are declared to be (i) in furtherance of a common scheme and general plan for the development, improvement and maintenance of the Project and (ii) for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Project. All of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein shall run with, be binding upon and inure to the benefit of the Project, shall be binding on and inure to the benefit of each and every person having or acquiring any right, title or interest in the Project, shall be binding upon and inure to the benefit of the successors in interest of such persons, and shall inure to the benefit of the Association, its successors and assigns.

2.02. Incorporation of Declaration Into Instruments. Any deed or other instrument by which a Lot is conveyed shall be subject to the provisions of this Declaration and shall be deemed to incorporate the provisions of this Declaration, whether or not the deed makes reference hereto.

2.03. Term. This Declaration shall remain in force for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless sooner terminated by the affirmative vote of seventy-five percent (75%) of the total Voting Power of the Association and the written consent of seventy-five percent (75%) of the Mortgagees.

ARTICLE 3
COMPLIANCE WITH MANAGEMENT DOCUMENTS

3.01. Compliance with Declaration and Other Documents. Each Owner, resident or tenant of a Lot shall comply with the provisions of this Declaration, the Bylaws, Rules and Regulations duly adopted by the Association, decisions and resolutions of the Association and its duly authorized representative, all as may be amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief.

3.02. Resolution of Conflicts Between Documents. Each Owner covenants and agrees that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws and Rules and Regulations duly adopted by the Association. If there are any matters of conflict or inconsistencies in the Bylaws, Articles and this Declaration, then the provisions of the Declaration shall prevail. In the event that anything shown on a recorded final subdivision map for all or any portion of the Project is in any way inconsistent with provisions of this Declaration, then the provisions of this Declaration shall prevail. If a dispute arises among Owners in regard to the administration of the Project, then the provisions of this Declaration shall prevail.

ARTICLE 4

EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

4.01. Easement of Enjoyment. Each Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area including, but not limited to the Recreational Common Area and of access to and from his Lot over any streets comprising a portion of the Common Area (if any), which rights and easements shall be appurtenant to and shall pass with the title to his Lot and subject to the following rights and restrictions:

(A) The right of the Association to limit the number of guests of an Owner, to charge reasonable admission and other fees for the use of the Recreational Common Area facilities, if any, and to limit the use of said facilities to Owners who occupy a Residence in the Project.

(B) The right of the Association to suspend the right of an Owner to use any Recreational Common Area facilities (1) for any period during which any fine against a Member or any assessment against such Owner's Lot remains unpaid; and, (2) after Notice and Opportunity for Hearing, for a period not to exceed thirty (30) days for any infraction of the Rules and Regulations;

(C) The right of the Association to grant easements and to dedicate or otherwise convey all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless (i) such action is approved in writing by such Government Mortgage Agencies as have insured, made or purchased mortgage loans on any of the Lots and the Properties and is approved by two-thirds (2/3) of each type of Membership, and approved by all first mortgagees of Lots; (ii) written notice of the proposed agreement

in action thereunder is sent to every Member at least thirty (30) days in advance of any action taken; (iii) such dedication or transfer is approved by Harris County, Texas or any successor governmental entity having jurisdiction over the Properties, if required by resolutions or ordinances thereof. Notwithstanding the foregoing, the Board shall have authority to transfer to such public agencies, authorities or utilities such permits, licenses and easements for the public utilities, roads and/or for other purposes consistent with the intended use of the Common Areas or as provided for in this Declaration and reasonably necessary or useful for the proper use, maintenance or operation of the Properties, which are intended to benefit Willowbridge and which do not have any substantial adverse effect on the enjoyment of the Common Areas by the Members;

(D) The right of the Association to borrow money to improve, repair, restore and reconstruct the Common Area and, with written consent of two-thirds (2/3) of the voting class and one hundred percent (100%) of all mortgagees of Lots, to mortgage the Common Area as security for any such loan.

(E) The right of the Association to adopt Rules and Regulations governing use and enjoyment of the Common Area, and

(F) Easements for ingress, egress, use and enjoyment over, in, to and throughout the Common Area for the benefit of Declarant, for display, sales, promotion and other purposes deemed useful by Declarant and its agents and representatives in advertising or promoting Willowbridge. This right shall permit Declarant to allow use by guests and prospective customers of all Common Areas and shall terminate upon closing of the sale of the last Lot in Willowbridge or January 15, 2003, whichever occurs first.

4.02. Delegation. Any Owner may delegate his rights of use and enjoyment of the Common Area and any facilities thereon to the members of his family or household residing on his Lot and to his guests and invitees while he is in possession of his Lot, subject, however, to reasonable restrictions imposed by the provisions of this Declaration, the Bylaws and the Rules and Regulations. Provided the notice required by Section 4.03 of this Declaration has first been given to the Association, a tenant of an Owner, while residing on such Owner's Lot, shall be entitled to use and enjoy the Common Area and any facilities thereon and to delegate rights of use and enjoyment in the same manner as if such tenant were the Owner of such Lot. No such delegation shall release an Owner from his obligations hereunder, including, without limitation, the obligation to pay regular and special assessments.

Upon request, each Owner or tenant shall notify the Secretary of the Association of the names of all persons to whom such Owner or tenant has delegated any rights of use and enjoyment of the Common Area and the relationship that each such person bears to such Owner or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as the rights of Owners.

4.03. Tenants.

(A) Any Owner who rents or leases his Lot to a tenant shall not be entitled to use and enjoy any recreational or other common facilities on the Common Area during the period the Lot is occupied by such tenant.

(B) No Owner shall lease or rent less than an entire Lot and no more than one family shall live in any one Lot. The Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than one hundred twenty (120) days. Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of this Declaration, the Bylaws, and the Rules and Regulations.

(C) In the event an Owner shall rent or lease his Lot, such Owner shall immediately give to the Association in writing:

- (1) the name of the tenant and the Lot rented or leased;
- (2) the current address of such Owner;
- (3) a true and complete copy of the lease or rental agreement; and
- (4) the certification of the Owner that the tenant has been given a copy of this Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant.

(D) In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

4.04. Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area as may be adjacent thereto and between adjacent Lots for the flow of rainwater from gutters and downspouts; provided, however, that no such easement shall unreasonably interfere with the use and enjoyment of the Common Area or any adjacent Lot. If any Common Area or Lot encroaches upon a Lot because of the placement, construction, reconstruction, repair, movement, settling or shifting of the improvements constructed, reconstructed or repaired in accordance with the provisions of this Declaration, an easement for the encroachment and for its maintenance shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between the Common Area and the Lot or between Lots, as the case may be, along a line perpendicular to such boundary at such point, provided, however, that in no event shall such an easement exist for willful encroachments. If any Lot encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, an easement for the encroachment and for its maintenance shall exist so long as it remains.

4.05. Utility Easements. Any easements for installation, maintenance, use or repair of public utilities or drainage facilities which are dedicated on any final subdivision map of the Project or created in some other way shall be kept free of buildings, and within such easements no structure shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, use or repair of such public utilities or drainage facilities, or which may damage, interfere, or change the direction or flow of drainage in the easements. All such easements at all times shall be accessible to Declarant until the Project is completed and at all times shall be accessible to all persons installing, repairing, using or maintaining such utilities and drainage facilities.

4.06. No Subdivision of Lots; No Time-Sharing. There shall be no further subdivision or partition of any Lot nor shall any Owner or any other person acquiring any interest in a Lot seek any partition or subdivision thereof. There shall be no time-sharing or other co-ownership which allows multiple Owners sequential possessory interests in a Lot.

4.07. Sale of Common Area. Except as otherwise provided in this Declaration, no sale, transfer, dedication, hypothecation, partition, subdivision, abandonment, release or alienation of the Common Area shall occur or be valid, whether by act or omission of the Association, without: (i) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of each class of Members of the Association, or (ii) if a two-class voting structure is not in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant. In addition, as long as there is a class B Membership, none of the foregoing actions may be taken without the prior approval of the Department of Housing and Urban Development and the Veterans Administration.

4.08. Rules and Regulations. The Board of Directors of the Association shall have the right to adopt, publish and enforce Rules and Regulations governing the Project, the use and enjoyment of the Common Area, the Recreational Common Area and any facilities thereon, and the personal conduct thereon of the Owners, their guests, invitees, members of their families or households and tenants. The Members may amend any such Rules and Regulations adopted by the Board at any regular or special meeting of Members called for such purpose by: (i) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of each class of Members, or (ii) if a two-class voting structure is not in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association. Such Rules and Regulations shall be reasonable, shall not discriminate against Declarant (or have an adverse impact on Declarant or upon the sale of Lots or the construction of improvements thereon), and must be consistent with this Declaration, the Articles and the Bylaws. Rules and Regulations shall not be effective until written notice thereof has been given by mailing a copy of the Rules and Regulations, postage prepaid, at least ten (10) days before the effective date of the Rules and Regulations, to each Owner addressed to the Owner's address last appearing in the books of the Association.

4.09. Enforcement. The Association shall have the right, after Notice and Opportunity for Hearing, to levy fines for infraction of the provisions of this Declaration or the Rules and Regulations, provided (i) the Member shall have been warned in writing of a previous infraction within the preceding one (1) year, and (ii) the fine conforms to the provisions of Section 9.12.

4.10. Recreational Common Area. Declarant shall complete and convey or cause to be conveyed to the Association a Recreational Common Area for use by Owners as a recreational facility. The Recreational Common Area facilities include a swimming pool, open air pavilion, two tennis courts, tot lot, basketball court, playing fields and parking lot and are located on a portion of the Common Area to be owned by the Association. The Recreational Common Area shall be conveyed to the Association free and clear of monetary encumbrances.

The Board may appoint a Recreational Facilities Committee composed of two Members of the Board and one or more Members of the Association to coordinate and supervise the operation and use of the recreational facilities. The chairman of this committee shall at all times be a Member of the Board of Directors.

4.11. Lot Set Back Requirements. Side lot set backs for the Lots are five feet (5') from the side property line of each Lot except for corner Lots, where the side set back on the side adjacent to a street right-of-way shall be as noted upon the recorded plat. The foregoing to the contrary notwithstanding, the side set back requirement is reduced to three feet (3') for garages where the front of the garage is at least sixty-five feet (65') or further back from the front property line of the Lot upon which it is constructed. The front lot set back requirements are as noted on the recorded subdivision plat. The foregoing to the contrary notwithstanding, the minimum front set back requirements for Lots bordering Willowbridge Park Boulevard and Wheatland Drive as shall be so designated by Declarant shall be thirty-five feet (35') for two-story houses and thirty feet (30') for single story houses, as long as the foregoing meets with the minimum set back requirements of the applicable Governmental Authority.

ARTICLE 5

COMMON AREA EASEMENTS AND RIGHTS OF WAY, ENCUMBRANCES

5.01. Dedications. The Association shall have the power to grant easements in, on, over, through and across the Common Area for any public or quasi-public improvements or facilities and their appurtenances, including, without limitation, street, sewer, drainage, water, gas and sprinkler improvements and facilities, provided (i) any such easement does not unreasonably interfere with the use and enjoyment of the Common Area or any Lot and (ii) the prior written consent of Declarant shall be obtained so long as Declarant owns any Lot. Each Owner, by accepting a deed to a Lot, expressly grants to the Association an irrevocable power of attorney for the purpose of granting such easements in, on, over, through and across the Common Area. The President or other duly

designated officer of the Association may execute, acknowledge and record in the official records of the County a certificate stating that the Board is the attorney in fact for the Owners for the purpose of such grant and that such power of attorney is properly exercisable in accordance with this Declaration. The acts of the Board in exercising its power of attorney shall be conclusively binding on all Owners. The power of attorney herein granted shall include authority to do such acts incidental to such grant and to incur such expenses as may be necessary or convenient in connection therewith. The Board, by resolution, shall instruct the appropriate officers of the Association to make, execute and deliver on behalf of any Owner, as his interest may appear, any and all instruments, certificates and documents, including but not limited to, releases, waivers, deeds, escrow instructions and conveyances of every kind and nature, as may be deemed necessary or convenient for such dedication or grant.

5.02. Encumbrances. The Association shall have the right to borrow money to improve, repair, restore and reconstruct the Common Area and to place liens on the Common Area and otherwise encumber the Common Area for such purposes (i) if a two-class voting structure is in effect, upon the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members of the Association, or (ii) if a two-class voting structure is not in effect, upon the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant.

ARTICLE 6

COMMON AREA AND LOT MAINTENANCE

6.01. Maintenance by Association. The Association shall repair and maintain the Common Area including the Recreational Common Area and any improvements, utilities and facilities located on the Common Area. The Association's maintenance obligation shall arise upon the filing with the Association by Declarant of a notice of completion of Common Area improvements, or any portion thereof, and the commencement of annual assessments against the Owners.

6.02. Maintenance by Owners. Each Owner, at all times, shall maintain, repair and otherwise be responsible for his Lot and the improvements thereon. Without limiting the generality of the foregoing, and subject to the requirements of Section 13.02 of this Declaration, an Owner shall be responsible for replacement and reconstruction of improvements on his Lot required because of damage or destruction by fire or other casualty, and each Owner shall maintain, repair and replace the surface and subsurface

drainage facilities and appurtenances located on his Lot as may be necessary to maintain good and proper drainage of the property and other real property in the vicinity, except for such facilities the maintenance of which has been assumed by the County or other governmental entity.

6.03. Negligence. The cost of repair or replacement of any improvement to be maintained and kept in repair by the Association, which repair or replacement is required because of the act or omission of any Owner, shall be the responsibility of and paid for by such Owner.

6.04. Right to Enter. After reasonable notice to the occupant, the Association or its agents shall have access over and upon any Lot when necessary in connection with any repair, maintenance, or replacement of improvements for which the Association is responsible or for the enforcement of this Declaration, and each Owner shall accept title to his Lot subject to such right of access of the Association or its agents.

ARTICLE 7 USE RESTRICTIONS

In addition to the restrictions set forth in Article 13 below, the following apply to the Project:

7.01. Residential Use. All Lots shall be used for single family residential purposes only, subject to the exceptions found at Sections 7.11(F) and 7.12(C). No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family Residence per Lot, which Residence may not exceed either two (2) stories in height or the maximum height as allowed by the city.

7.02. Garages. Each Residence shall have a garage suitable for parking no less than two (2) nor more than four (4) standard size automobiles, which garage conforms in design and materials with the main structure. All garage doors shall be closed at all times except as may be necessary for the entry and exit of vehicles and persons.

7.03. Driveways and Sidewalks. All driveways and sidewalks shall be surfaced with concrete or a similar substance approved by the A.C.C. Maintenance of the driveways, driveway aprons and sidewalks located on a lot shall be the responsibility of the lot owner.

7.04. Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than one thousand six hundred (1,600) square feet for a one (1) story Residence and not less than one thousand eight hundred (1,800) square feet for a two (2) story Residence, or the minimum habitable floor area as specified by the applicable Governmental Authority at the time of construction, whichever is greater.

7.05. Building Materials - Exterior Items and Surfaces. The total exterior wall area of each wall of the main residential structure on a Lot shall be not less than fifty-one percent (51%) brick, brick veneer, stone, stone veneer, masonry or other material approved by the A.C.C. Roofing shall be constructed of wood, slate, clay tile or composition material of a minimum weight of 240 pounds per 100 square feet of roofing area unless specifically approved otherwise by the A.C.C. in writing before installation. Roof pitch shall be a minimum of 7/12, unless approved otherwise by the A.C.C.

7.06. Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood or other material approved by the A.C.C. No chain link fencing will be allowed unless it is not visible from neighboring property. No fence or wall shall be permitted to extend nearer to any street than the front building line of the Residence upon the Lot upon which such fence or wall is situated, except for retaining walls installed by Declarant or retaining walls or decorative fences approved by the A.C.C. Fences or walls erected by the Declarant shall become the property of the Owner of the Lot on which the same are erected and, as such, shall be maintained and repaired by such Owner. No portion of any fence shall exceed six feet (6') in height.

7.07. Sidewalks. All sidewalks shall conform to specifications and regulations of applicable Governmental Authorities and have the prior approval of the A.C.C. Each Lot Owner shall be responsible for maintenance of the portion of any sidewalk located upon said Owner's Lot.

7.08. Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the A.C.C. (unless clusterboxes are required by the U.S. Postal Service).

7.09. Retaining Walls. Any retaining wall visible from any street shall be brick, stone or other material approved by the A.C.C.

7.10. Chimney Flues. Chimney flues shall be fully enclosed with materials that are acceptable to the A.C.C.

7.11. Prohibited Uses.

(A) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Lot only in places which are not visible from Neighboring Property), shall be permitted on any Lot except that a builder or contractor, with the prior written approval of the A.C.C., may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of a Residence on the Property. No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of improvements.

(B) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motorhome, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street or alley in the Property, nor shall any such boat, vehicle or equipment be parked for storage in the side or rear yard of any Residence unless screened totally from view by a garage, screening structure or fencing approved by the A.C.C. The foregoing to the contrary notwithstanding, all boats may only be stored or parked within an enclosed garage other than for a reasonable period of time (not to exceed two (2) hours) for purposes of loading, unloading or cleaning thereof. No such vehicle or equipment shall be used as a Residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Residence in the immediate vicinity.

(C) Trucks with tonnage in excess of one ton shall not be permitted to park overnight within the Property except those used by a builder or contractor during the construction or repair of improvements.

(D) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(E) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks

and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

(F) No structure of a temporary character, such as a trailer, tent, shack, barn or other out-building shall be used on any Lot at any time as a dwelling house; provided, however, any builder, with the prior written approval of the A.C.C., may maintain and occupy model houses, sales offices and construction trailers during the construction period.

(G) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Property.

(H) No animals shall be raised, bred or kept on any Lot or the Common Area, except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs, cats, et cetera, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months of age. No animal shall be allowed if such animal constitutes an unreasonable annoyance, danger, inconvenience or nuisance to any other Owner. If the Board receives any complaint that an animal constitutes an unreasonable annoyance, danger, inconvenience or nuisance, the Board shall afford the Owner of such animal Notice and Opportunity for Hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, danger, inconvenience or nuisance, the Board may require that such animal be removed from the Project.

The Board may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Declaration, including rules requiring that all animals be kept on a leash when in the Common Area or outside a fenced yard and that animals be restricted to designated areas within the Common Area and that Owners are responsible for cleaning up any mess that a pet creates within any Lot or Common Area. The Board may adopt a rule prohibiting certain pets, which is more restrictive than the provisions of this Declaration, except that such rule shall not apply to animals residing in the Project at the time such rule is adopted. In any event, the Board at any time may

require that any animal found to be an unreasonable annoyance, danger, inconvenience or nuisance be removed as provided in Section 7.11(H).

(I) No Lot or other area in the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the A.C.C., such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent Lot, and shall only be displayed on the street the day of trash pickup and must be removed promptly following said pickup.

(J) No individual water supply system shall be permitted in the Property.

(K) No individual sewage disposal system or septic system shall be permitted on any Lot.

(L) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period which have been approved by the A.C.C. in writing) shall be used as a Residence by any Owner, tenant or other persons unless it is a ground floor conversion and at least a two car garage space remains within the garage structure. (Subject to the foregoing, any conversion of a garage space to a living area must have the prior written consent of the A.C.C.) In the event the A.C.C. does approve the use of a garage for its sales or construction office, upon completion of the use of said garage for such purposes, the owner thereof must convert said premises back to a garage and may not convey the Lot upon which said garage is located without first having converted it back to a garage use.

(M) No air-conditioning apparatus shall be installed on the ground in front of a Residence. No air-conditioning apparatus shall be attached to any front wall or window of a Residence. No evaporative cooler shall be installed on the front wall or window of a Residence.

(N) Except with the written permission of the A.C.C. or as provided below, no antennas, satellite dishes, discs or other equipment for sending or receiving sound or video messages shall be permitted in the Property except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas

shall be located inside the attic of the main residential structure except with the written permission of the A.C.C.

(O) No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a Residence as a sales office until such builder's last residence in the Property is sold. Nothing in this subparagraph shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving music or art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their Residences and yards.

(P) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within fifteen feet (15') from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(Q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon. Any such structure which, when installed, will be Visible From Neighboring Property, must be submitted to the A.C.C. for approval unless said structure is eight (8) feet or less in height and is positioned behind the residence so as not to be visible from the street directly in front of said residence.

(R) No changes shall be made to any portion of a Lot (including without limitation any easement area, set back area, drainage channel, swale or other area) which may damage or

interfere with the installation and maintenance of utilities or which may change the overall drainage pattern of a Lot (including without limitation the alteration of existing topography or the installation of structures, plantings or other materials), without the prior written approval of the A.C.C. and other appropriate Governmental Agencies having authority to grant such approval.

(S) No sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than six (6) square feet advertising the property for rent or sale. Declarant shall not be bound by any sign or billboard restriction. The A.C.C. shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the A.C.C. and may be required by the A.C.C. to be removed if, in the sole judgment of the A.C.C., same are found to be inconsistent with the high standards of the Property. To protect the safety and harmony of the neighborhood, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decoration intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any builder, Owner or Declarant.

(T) The drying of clothes in public view is prohibited.

(U) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Property.

(V) No abandoned, derelict or inoperative vehicles may be stored or located on any Lot unless visually screened from other Lots and from any residential street.

(W) Certain portions of the Project have been designated as wetland by the U.S. Army Corp of Engineers. Owners of lots are hereby put on notice that portions of any Lot or Common Area which have been designated as wetlands areas may not be disturbed or improved in any manner. Without limiting the generality of the foregoing, owners shall be prohibited from improving, filling, planting, removing of plants, draining, dumping, mowing or clipping any wetlands area. It shall be permitted to remove any trash deposited in or blown on to any

wetlands area but no vegetation or soils may be removed or added thereto. Failure to adhere to the policies and procedures of the United States Army Corp of Engineers pertaining to the use and maintenance of wetlands areas may result in the implementation of fines or other penalties against violators.

7.12. Declarant's Rights. Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, Declarant, its agents, assignees, employees and contractors shall not be restricted or prevented by this Declaration from doing, and Declarant, its agents, assignees, employees and contractors shall have the right to do such things or take such actions as they deem necessary, advisable or convenient for completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots in the Project. The rights of Declarant, its agents, assignees, employees and contractors shall include, without limitation:

(A) The right and easement of ingress in, over and upon the Common Area for the purpose of performing on any part or parts of the Project acts deemed necessary, advisable or convenient for the completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots;

(B) The right to erect, construct, maintain, demolish or remove structures and other improvements on any Common Area as they deem necessary, advisable or convenient for the completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots; and

(C) The right to use Lots and improvements owned by Declarant as models, sales offices and contractor's offices and to construct and display promotional, informational and directional signs and other sales aids on or about any portion of the Project.

The rights of Declarant under this Section shall terminate one (1) year after the Completion of Sales. Amendment of this section shall require (i) if a two-class voting structure is in effect, the vote or written consent of seventy-five percent (75%) of the Voting Power of each class of Members of the Association, or (ii) if a two-class voting structure is not in effect, the vote or written consent of seventy-five percent (75%) of the total Voting Power of the Association. Further, no amendment of this Section can be made without the written approval of Declarant.

7.13. Right to Enter. Any governmental agency, including, but not limited to the County, its agents, and employees, shall have the right of immediate access to the Common Area at all times if necessary for the preservation of public health, safety and welfare.

ARTICLE 8
MEMBERSHIP AND VOTING RIGHTS

8.01. Governing Body. The Association shall be the governing body for all Owners with respect to the management, administration, maintenance, repair and replacement of the Project, as provided by this Declaration and the Bylaws.

8.02. Membership. Membership in the Association shall be composed of and limited to Owners. Each Owner, including Declarant, shall automatically be a Member of the Association and entitled to vote as set forth below. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon termination of ownership, an Owner's membership shall automatically terminate and be automatically transferred to the new Owner of the Lot.

8.03. Voting. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of Declarant, provided, however, that Declarant shall become a Class A Member when its Class B membership ceases as provided hereinafter. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be Members, but no more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of interest in such Lot shall govern. Unless otherwise notified by a co-owner as to a dispute between the co-owners regarding their vote prior to the casting of that vote, the vote of any co-owner shall be conclusively presumed to be the majority vote of the Owners of that Lot.

Class B. Class B Member shall be Declarant and shall be entitled to three (3) votes for each Lot owned; provided that Declarant's Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) the conveyance by Declarant

of seventy-five percent (75%) of all Lots in the Project, or (ii) January 15, 2003.

8.04. Commencement of Voting Rights. Voting rights attributable to an ownership interest shall not vest until the assessment against that interest has been levied by the Association as provided in Article 9, provided, however, that voting rights shall be immediately vested with respect to amendments to this Declaration pursuant to Section 16.09.

8.05. Declarant's Voting Rights. No requirement for the approval of a prescribed majority of the Voting Power of Members of the Association other than Declarant for action to be taken by the Association is intended to preclude Declarant from casting votes attributable to Lots owned by Declarant.

8.06. Control by Declarant. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any Members of the Board of Directors of the Association and any officer or officers of the Association until ninety (90) days after the first of the events to transpire outlined in Section 8.03 concerning the termination of the Class B Member status of Declarant, or the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots; and a special meeting of the Association shall be called for and held within ninety (90) days from the date of the expiration of Declarant's rights hereunder. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of running the Association and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association as well as any agreements or contracts executed by or on behalf of the Association which may still be in effect or operation. Each Owner by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section.

8.07. Re-establishment of Class B Member. In the event that after the conversion of Class B Membership to Class A Membership the general plan of development contemplated by Declarant is expanded to include Additional Lands contiguous to

Willowbridge, and an annexation of said lands into Willowbridge is recorded, the prior termination of Class B Membership shall not prevent the re-establishment of Class B Membership by reason of Declarant's ownership of additional lots for which assessments have commenced, which additional lots, when added to Lots already owned by Declarant, are sufficient in number when multiplied by three (3), to exceed the number of Class A votes held by Owners other than Declarant, so long as the date of January 15, 2003 as specified in Section 8.03 above has not already passed.

ARTICLE 9
COVENANTS FOR ASSESSMENTS

9.01. Covenant to Pay Assessments; Lien. Declarant, for each Lot owned by Declarant, hereby covenants to pay, and every Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay, to the Association such regular annual assessments or charges and such special assessments or charges as may be levied by the Association pursuant to the provisions of this Declaration. The amount of any such annual or special assessment plus any other charges thereon, such as interest, late charges and costs (including attorneys' fees), as such may be provided in this Declaration, shall be a charge on the Lot and shall constitute a continuing servitude and lien with power of sale upon the Lot against which each such assessment is made. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. Notice of a lien shall be filed against a Lot and may be enforced by foreclosure in accordance with Texas law, or in any other manner permitted by law. The Association shall have power to purchase the Lot at a foreclosure sale and to hold, lease, mortgage and convey the same. The lien assessment provided for herein shall be prior to all other liens reported subsequent to the date any such assessment becomes due. Upon payment of all delinquent assessments and costs and expenses, the Association, at the Lot Owner's cost and expense, shall cause to be recorded a further notice of satisfaction and release of the lien thereof.

9.02. Personal Obligation. Each regular annual or special assessment, together with any late charges, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of each person or entity, other than any Mortgagee, who held an ownership interest in the Lot at the time such assessment was levied. If more than one person or entity held an ownership interest in the Lot at such time, the personal obligation to pay such assessment or installment respecting such Lot shall be both joint and several. No Owner may exempt himself

from payment of assessments, or installments, by waiver of the use or non-use of common facilities within the area or of any other portion of the Common Area or by abandonment or leasing of his Lot. No diminution or abatement of assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Association or the Board of Directors to take some action or perform some function required to be taken or performed by the Association or the Board of Directors under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any municipal, county or other Governmental Authority.

9.03. Use of Assessments. Regular annual or special assessments paid by Declarant and other Owners shall be used to pay for operation, maintenance, preservation, enhancement, repair and improvement of the Common Area, other purposes reasonably related to the foregoing, and to promote the recreation, health, safety and welfare of the Owners. In addition, such assessments shall be used to pay the cost of administration of the affairs of the Association, including payment of applicable taxes and for the preservation of the Association's existence, to the extent properly allocable to the performance and exercise of the Association's duties and powers under this Declaration. The foregoing is intended as an authorization to the Association and shall not be construed to require expenditure of Association funds for any particular purpose.

9.04. Reserve Funds. The Board shall establish and maintain a reserve fund in accordance with standard accounting practices and procedures for Common Area replacements and maintenance and the initial budget of the Association (hereinafter the "Reserve Fund"). Each budget subsequently adopted by the Board shall provide for funds to be placed in reserves in at least the amount of reserves established in the initial budget unless a lower level of reserves is approved by the vote or written consent of a majority of the Voting Power of (i) if a two-class voting structure is in effect, by the vote or written consent of a majority of the Voting Power of each class of Members, or (ii) if a two-class voting structure is not in effect, by the vote or written consent of a majority of the total Voting Power of the Association. Funds deposited in the Reserve Fund shall be held for such purpose and shall not be expended for any other purpose without (i) if a two-class voting structure is in effect, the vote or written consent of a majority of the Voting Power of each class of Members, or (ii) if a two-class voting structure is not in effect, the vote or written consent of a majority of the total Voting Power of the

Association, except that if the Board determines that funds held in the Reserve Fund for a particular purpose exceed an amount reasonably required as a prudent reserve for that purpose, then, without the vote or written consent of Members, the excess may be allocated to any other purpose or purposes established within the Reserve Fund by the budget of the Association and expended for such purpose or purposes.

9.05. Regular Assessments.

(A) The regular annual assessment for each Lot for the first assessment year shall be a maximum of \$375.00 per Lot owned by a Class A Member; provided, however, that if the first assessment year shall have fewer than twelve months, the foregoing amounts shall be proportionately reduced. On the first day of the month next following the conveyance to the Association of all or part of the Recreational Area Common Area Improvements, the regular annual assessment (prorated for the number of months remaining in such assessment year) may be increased by the Board to an amount, not to exceed the stated maximum (plus the ten percent (10%) as provided in the following paragraph if the increase is not in the first assessment year), to offset the expected increase in expenses of operation. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. The regular assessment is an annual assessment; however, the Board of Directors may direct that the assessment be paid in monthly installments. Each Owner by acceptance of a deed to his or her Lot, acknowledges that all assessments levied hereunder are annual assessments due and payable in advance on the first day of the fiscal year; provided, the Board may permit any assessment to be paid in installments. If any Owner is delinquent in paying any assessments or other charges levied on his Lot the Board may revoke the privilege of paying in installments and require all annual assessments to be paid in full immediately when due.

(B) The Board shall fix the amount and due date of the regular annual assessment on a yearly basis at least sixty (60) days in advance of each assessment year; provided that the Board may not impose a regular annual assessment which is more than ten percent (10%) greater than the regular assessment for the immediately preceding fiscal year without the vote or written consent of a majority of both the Voting Power of the Association and the Voting Power of the Association residing in Members other than Declarant. Written notice of the regular annual assessment shall be sent to every Owner thirty (30) days prior to the new fiscal year. If the Board fails to so fix the regular annual assessment, the assessment applicable for the previous assessment year shall remain in effect until the Board shall fix a new regular

annual assessment. The Association shall, upon demand, and for a reasonable charge, furnish to any person having a legitimate interest a certificate signed by an officer of the Association stating whether the regular annual assessment and special assessments, if any, on a specified Lot have been paid and, if not, the amount due.

9.06. Declarant Assessment. So long as the Class B Membership shall exist, the Declarant may annually elect to pay to the Association either: (a) the annual assessment established under Section 9.05 hereof for each Lot which it owns until such time as a Lot is conveyed to an Owner; or (b) the difference between the amount of assessments collected on all Lots (other than Declarant's Lots) subject to assessment and the amount of actual expenditures, including budgeted contributions to the Reserve Fund, required to operate the Association during the fiscal year. Unless the Declarant otherwise notifies the Board of Directors in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. To secure this obligation, the Association shall have lien rights as provided in Section 9.01 hereof, against the Lots owned by the Declarant. The Association is specifically authorized to enter into subsidy contracts or contracts for services or materials or a combination of services and materials with Declarant or other entities.

9.07. Special Assessments. In addition to the regular annual assessments authorized herein, the Board may levy, in any assessment year, a special assessment against all Owners applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements and related fixtures and personal property on or comprising a part of the Common Area; provided, however, in any fiscal year, special assessments which exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year may not be levied without (i) if a two-class voting structure is in effect, the vote or written consent of a majority of the Voting Power of each class of Members of the Association or (ii) if a two-class voting structure is not in effect, the vote or written consent of a majority of both the Voting Power of the Association and the Voting Power of the Association residing in Members other than Declarant.

9.08. Assessment as Remedy. After Notice and Opportunity for Hearing, the Board, without the vote or written consent of Members, may levy a special assessment against an Owner as a remedy to reimburse the Association for costs (including

attorneys' fees) incurred in bringing the Owner, his lot or his Residence into compliance with the provisions of this Declaration, the Bylaws or the Rules and Regulations.

9.09. Allocation of Assessments. Except as otherwise provided in this Declaration with regard to Declarant's obligation to pay assessments, all regular and special assessments shall be levied equally against all Owners.

9.10. Commencement of Assessments. The regular annual assessments provided for herein shall commence as to all Lots in Section One on the first day of the month next following the substantial completion of the Recreational Common Area facilities. The first assessment year shall be the period commencing on the date regular annual assessments commence and ending on the December 31 next following. The regular annual assessment for the first assessment year shall be prorated from the amounts fixed by the Board for a full twelve-month year, based on the number of months to be contained in the first assessment year. Subsequent assessment years shall be each successive calendar year, provided, however, that at any time the Board may change the assessment year to correspond to a fiscal year selected by the Board. Assessments of Lots within each new subdivision of the Project which is annexed in accordance with the provisions of Article 15 below shall commence on the first day of the month next following the conveyance of the first Lot with a dwelling to a purchaser other than a successor Declarant, for use as a Residence.

9.11. Revised Assessments. Subject to the provisions of Section 9.05, if at any time during the course of any year the Board shall deem the amount of the regular annual assessment to be inadequate or overadequate by reason of a revision of its estimate of either expenses or income or otherwise, the Board shall have the right, at a regular or special meeting, to revise the regular annual assessment for the balance of the assessment year. Any such revised assessment shall become effective on the first day of the month next following the date of adoption, and additional amounts payable shall be due (or refunds of overages shall be made by the Association) at such time as determined by the Board.

9.12. Delinquent Assessments; Fines; Remedies of Association. Any assessment not paid within ten (10) days after the due date shall be delinquent. The Board may require that any delinquent assessment bear a late charge to cover administrative expenses incurred as a result of the late payment of the assessment. Late charges on delinquent assessments and fines levied as provided in Section 4.09 shall not exceed the following

rates computed on the outstanding balance, which shall include any late charges previously assessed and unpaid, from month to month:

(A) On so much of the outstanding balance as does not exceed one thousand dollars (\$1,000), one and one-half percent (1.50%).

(B) If the outstanding balance is more than one thousand dollars (\$1,000), one percent (1%) on the excess over one thousand dollars (\$1,000) of the outstanding balance in addition to (A) above.

(C) If the late charge so computed is less than ten dollars (\$10) for any month, ten dollars (\$10).

No charge may be imposed more than once each month for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. When an assessment is paid more than ten (10) days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment. The Association may bring legal action against the Owner personally obligated to pay a delinquent assessment or fine and, after Notice and Opportunity for Hearing, the Association may suspend a delinquent Owner's membership rights in the Association while the assessment or fine remains unpaid. In any legal action to enforce payment of an assessment or fine, the Association shall be entitled to recover interest, costs and reasonable attorneys' fees. The Association may bring an action at law against the Owner personally obligated to pay Assessments, or judicially and non-judicially foreclose the lien against said Owner's Lot. An Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association and its agents, the right and power to bring all actions against such Owner personally for the collection of such unpaid assessments and costs associated therewith as a debt and to enforce the aforesaid lien by all methods available for enforcement of such liens, including, specifically, non-judicial foreclosure pursuant to Article 51.002 of the Texas Property Code and each such Owner expressly grants to the Association a Power of Sale in connection with said lien. The Association shall have the right and power to appoint an agent or trustee to act for and in behalf of the Association to enforce the lien by non-judicial foreclosure. The lien provided for in this Article shall be in favor of the Association for the benefit of all Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

9.13. Notice and Quorum for any Action Authorized Under Sections 9.05 and 9.07. (A) Written notice of any meeting called for the purpose of taking any action authorized under Sections 9.05 or 9.07 of this Article shall be sent to all Owners no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Membership or of proxies entitled to cast twenty-five percent (25%) of all of the votes (exclusive of suspended voting rights) of each class of Membership shall constitute a quorum. (B) In lieu of notice to and a meeting of members as provided herein, a door-to-door canvass may be made to secure the required majority vote of written approval of the members eligible to vote for such increase in the annual assessment or for a special assessment. The voting process for this action may be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by do-to-door canvass. Upon levying of any increased assessment or special assessment, the Association shall cause to be recorded in the Official Public Records of Real Property of Harris County, Texas, a sworn and acknowledgeable affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members eligible to vote as of the date of the voting, the quorum required, the number of votes represented, the number of each class voting "for" and "against" the levy, the amount of the increased assessment or special assessment so authorized, and the date by which the increased assessment or special assessment must be paid to avoid being delinquent. Such increase shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Official Public Records of Real Property in Harris County, Texas.

9.14. Declarant's Subsidy. So long as the Class B Membership exists, Declarant may subsidize the financial operations of the Association in the event all assessments and every other revenue source (income) received by the Association fails to equal or exceed the actual expense incurred during the fiscal year. The subsidy contemplated herein shall terminate at the close of the fiscal year in which the Class B Membership of Declarant is converted to Class A Membership unless earlier terminated by virtue of the self-sufficient financial condition of the Association.

9.15. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges and costs

(including attorneys' fees) provided for herein, shall be subordinate to the lien of any first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due.

ARTICLE 10

ORGANIZATION OF ASSOCIATION

10.01. Formation of Association. The Association shall be a non-profit Texas corporation charged with the duties and vested with the powers prescribed by law and set forth in Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

10.02. Board of Directors and Officers. The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board of Directors may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The Board of Directors shall be composed of at least three (3) and no more than five (5) Members. The initial Board shall be composed of three (3) Members. The Association, through the Board of Directors, unless specifically provided otherwise, shall have the duty of enforcement of all provisions of this Declaration and shall have the right and be responsible for the proper and efficient management and operation of the Common Areas and recreational facilities owned by the Association pursuant to such powers and responsibilities as are provided for in this Declaration, the Articles of Incorporation and the Bylaws.

10.03. Non-Liability of Officials and Indemnification. To the fullest extent permitted by law, Declarant and every director, officer, committee member, manager or other employee of the Association and of the Declarant (to the extent a claim may be brought by reason of Declarant's appointment, removal or control of the Members of the Board of Directors or its control over the Association or any committee, manager or employee thereof) shall not be personally liable to any Member or to any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of any thereof and shall be indemnified and defended by the Association; provided, however, the provisions set forth in this Section 10.03 shall not apply to any person who has failed to

act in good faith or has engaged in willful or intentional misconduct.

10.04. Inspection of Books and Records. The verification of Membership, books of account and minutes of meetings of the Members or of the Board of Directors of the Association shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Houston, Texas area as the Board shall prescribe. The Board shall establish reasonable rules with respect to: (1) notice to be given to the custodian of the records by the Member desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested by a Member.

ARTICLE 11 INSURANCE

11.01. Duty to Maintain Insurance.

(A) The Association shall have the duty and the authority to maintain fire and extended coverage casualty insurance on the Common Area in an amount not less than the full insurable value thereof (based upon current replacement cost) and liability insurance with limits in and amounts adequate under standards in the insurance industry existing from time to time, to protect the Association and the Owners in the event of property damage, personal injury or death occurring in or about the Project. The Board shall have the authority to settle or enforce on behalf of the Association and on behalf of the Owners, by legal action or otherwise, any claim arising under any insurance carried by the Association.

(B) Each Owner shall maintain casualty and personal liability insurance pertaining to his Lot, in such form and in such amounts as the Rules and Regulations may require.

(C) All policies of insurance carried by the Association or the Owners shall include a waiver of subrogation if such waiver can be obtained.

(D) Notwithstanding any other provisions contained herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance as well as such

other types of insurance as may be required from time to time which meet the insurance requirements for planned unit development projects established by any applicable Governmental Mortgage Agency, except to the extent such coverage is not available or has been waived in writing by such Governmental Mortgage Agency.

11.02. Proceeds of Insurance. The proceeds of casualty insurance carried by the Association shall be paid as follows:

(A) The proceeds shall be paid to and held by the Association as trustee for the Owners, Declarant and Mortgagees for disbursement in accordance with the provisions of this Declaration. Except as otherwise provided herein, casualty insurance proceeds shall be used for repair, replacement or reconstruction to the extent required to effectuate repair, replacement or reconstruction.

(B) Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance procured by the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property to substantially the same condition and location that existed prior to the fire or other casualty. Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the Members of the Association entitled to vote thereon, and, so long as the Declarant has the right to appoint and remove directors, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available. If the insurance proceeds are not sufficient to defray the cost of repair or replacement of a casualty, the Board of Directors shall, without the necessity of a vote of the Association's Membership, levy a special assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited for the benefit of the Association.

(C) In the event that it should be determined by the Association in the manner described above that the damage or destruction to the Common Area shall not be repaired or

reconstructed and no alternative improvements are authorized, then in that event the Common Area shall be restored to a natural, landscaped state and maintained as an undeveloped portion of the Development in a neat and attractive condition. The Association shall disperse the insurance proceeds as follows:

(1) To pay any outstanding expenses of the Association relating to the restoration of the Common Area to a natural, landscaped area, including but not limited to, collection of insurance proceeds, engineering, legal and accounting expenses and other related expenses; and

(2) To pay the remainder equally to the respective Owners in the Project; provided, however, that an equitable adjustment shall be made in the distribution to provide for any Owner's liability to the Association, including but not limited to, liability for unpaid assessments and charges.

(D) In addition to the coverage described hereinabove, the Association shall obtain such additional amounts and types of insurance as may be required from time to time, by either the Veteran Administration, Federal Housing Administration or a Governmental Mortgage Agency, their successors and assigns, for similar type residential subdivision communities.

ARTICLE 12 EMINENT DOMAIN

12.01. Eminent Domain. If all or any portion of the Common Area is taken by action in eminent domain (hereinafter called a "taking"), the Association shall give written notice of the proceedings to all Owners and Mortgagees, and the condemnation award shall be fairly and equitably apportioned among the Owners, Mortgagees, and the Association as the court may determine. A condemnation award which is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each affected Owner shall be allocated first to the repair, restoration and reconstruction of any remaining portion of the Common Area and then any excess shall be distributed equally among the affected Owners (or any Mortgagee of an Owner to the extent such Mortgagee is entitled to such Owner's share of the proceeds).

12.02. Repair, Restoration, Reconstruction. If only a portion of a Common Area facility is taken, the Board shall promptly contract for the repair, restoration or reconstruction of the Common Area facility to a complete architectural unit, to the extent such repair, restoration and reconstruction is reasonably

necessary and practical. If the cost of repair, restoration and reconstruction of the Common Area exceeds the amount awarded by the court for such purposes, the difference may be recovered by a special assessment levied equally against all Owners.

ARTICLE 13

ARCHITECTURAL CONTROL COMMITTEE

13.01. Establishment. The Declarant shall establish an Architectural Control Committee (the "A.C.C." or "Committee") to perform the architectural review functions set forth in this Declaration and shall adopt the procedural rules and regulations for the performance of such duties by the A.C.C., including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration. The A.C.C. shall consist of not less than three (3) nor more than five (5) Members with such alternate Members as the Declarant or Board may deem necessary. Declarant shall appoint all of the original Members of the A.C.C. and shall continue to appoint all Members of the Committee until the Class B Membership of Declarant ceases and becomes converted to a Class A Membership, at which time the Board of the Association shall have the power to appoint one Member of the Committee and Developer shall appoint the remaining Members until the plans for all Residences for all of the Lots in the Development have been approved by the A.C.C. Thereafter the Board of the Association shall have the power to appoint all of the Members of the A.C.C. The appointees of Declarant need not be architects, Owners, lessees or residents and do not need to possess any special qualifications of any type except such as the Declarant may, in its discretion, require. Members appointed to the Committee by the Board shall be from the Membership of the Association. The A.C.C. shall hold regular meetings, a quorum for such meeting shall consist of a majority of the regular Members, and the concurrence of a majority of the regular Members at a meeting shall be necessary for any decision of the A.C.C. An alternate Member, approved by the Declarant, may participate at any meeting at which there is not a quorum of regular Members present, may constitute a quorum by his (their) presence and shall have all of the authority of a regular Member while so participating. Subject to the provisions of Section 3 of this Article, the decision of the A.C.C. shall be final on all matters submitted to it pursuant to this Declaration.

13.02. Review by Committee. With the exception of structures designed and/or constructed by Declarant, prior written approval by the A.C.C. shall be required of all new construction in the Willowbridge Development. In addition, no alteration or modification to an existing dwelling unit constructed by Declarant

or other structure previously approved by the A.C.C. whether Residences, buildings, ramadas, rooms, fences, walls, canopies, awnings, roofs, devices to be mounted on roofs, exterior lighting facilities, athletic facilities, changes in exterior paint color, or other similar improvements or attachments shall be constructed and no alteration of the established drainage on a Lot shall be made unless complete plans and specifications therefor have been first submitted to and approved in writing by the A.C.C. The A.C.C. shall exercise its best judgment to the end that all such changes, improvements and alterations requested for properties within the Development conform to and harmonize with the existing surroundings, Residences, landscaping and structures. Final plans and specifications shall be submitted in duplicate to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all improvements and landscaping. The documents shall specify any requested variance from the set-back lines, garage location or any other requirement set forth in this Declaration. At such time as the plans meet the approval of the Committee one complete set will be retained by the Committee and the other set shall be marked approved on behalf of the Committee and returned to the Owner or his designated representative. If disapproved by the Committee one set of such plans shall be returned marked "disapproved" and shall be accompanied by a statement setting forth the reasons for disapproval. In no event shall the Committee give verbal approval or disapproval of any plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matter submitted shall not be required and compliance with this Article shall be deemed to have been completed, so long as the submission does not otherwise violate or fail to conform to any restrictions or requirements of this Declaration or previously established requirements of the A.C.C. in which event the submission shall be deemed disapproved by the Committee. An Owner submitting plans to the Committee shall have the burden of establishing the date upon which the Committee received said plans.

13.03. Appeal. Any Owner aggrieved by a decision of the A.C.C. may appeal the decision to the A.C.C. in accordance with procedures to be established by the A.C.C. Such procedures would include the requirement that the appellant has modified the requested action or has new information which would in the A.C.C.'s opinion warrant a reconsideration. If the A.C.C. fails to allow an appeal or if the A.C.C., after appeal, again rules in a manner aggrieving the appellant, the decision of the A.C.C. is final.

13.04. Fee. The Board may establish a reasonable processing fee to defer the costs of the Association in considering

any requests for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted.

13.05. Development Standards. The A.C.C. may develop development standards setting forth the minimum standards for the design, size, location, style, structure, color, mode of architecture, mode of landscaping and relevant criteria deemed important by the A.C.C. or by the Declarant for the construction of improvements of any nature on the Project. The purpose of such development standards will be to preserve and promote the character and orderly development of the Project as designed and developed by Declarant. By acceptance of a deed to any Lot, each Owner thereof and his successors and assigns agrees to be bound by all provisions of such development standards as may be adopted by the A.C.C. and to use diligence in keeping abreast of the provisions thereof and any amendments thereto.

13.06. Violation of Approved Plans and Right of Entry. If it is determined by the A.C.C. that work completed on any Lot has not been completed in compliance with the final plans approved by the Committee, the Committee or the Association may notify the Owner in writing of such non-compliance within thirty (30) days of inspection, specifying in reasonable detail the particulars of non-compliance, and may require the Owner to remedy the same. The Association shall have the right to enter upon the Lot of any Owner and to perform compliance or remedy non-compliance as ordered by the Committee and the cost of such performance or remedy shall be charged to the Owner of the Lot in question, which cost shall be due within ten (10) business days after receipt of written demand therefore. If the Owner fails to remedy such non-compliance or to commence and continue diligently toward achieving compliance, Declarant or the Association (as their interests shall appear) shall notify the Owner that it shall take action to remove the non-complying improvements and/or seek injunctive relief, recovery of costs incurred, and imposition of a fine, which fine shall not exceed ten percent (10%) of the cost of achieving compliance.

13.07. Non-Liability for Approval of Plans. Architectural Control Committee approval of plans shall not constitute a representation, warranty or guarantee, whether express or implied, that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such plans and specifications neither the Architectural Control Committee, the Members thereof, the Association, any Member thereof, the Board nor Declarant assumes any liability or responsibility therefore, or for any defect in the structure constructed from such plans or specifications. Neither the Committee, any Member thereof, the

Association, the Board nor Declarant shall be liable to any Member, Owner, occupant, or other person or entity for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work, whether or not pursuant to the approved plans, drawings and specifications.

13.08. Declarant Exemption. The Architectural Control Committee shall have no authority, power or jurisdiction over Lots owned by Declarant, and the provisions of this Article 13 shall not apply to Lots owned by Declarant until such time as Declarant conveys title to the Lot to a purchaser thereof. This Section 13.08 shall not be amended without Declarant's written consent set forth on the amendment.

ARTICLE 14 MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers or guarantors of first mortgages of Lots in the Development. The provisions of this Article apply to both the Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

14.01. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the residence number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(A) any condemnation loss or any casualty loss which affects a material portion of the Development, or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(B) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(C) any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(D) any proposed action which would require the consent of a specified percentage of eligible mortgagees.

14.02. Special Governmental Mortgage Agency Provisions. So long as required by a Governmental Mortgage Agency, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the total Members of the Association entitled to vote thereon consent, the Association shall not:

(A) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(B) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Lot;

(C) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences, Lots and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision.);

(D) fail to maintain insurance as required by this Declaration; or

(E) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

14.03. Right to Pay Delinquent Charges. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

14.04. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the cases of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

14.05. Amendment by Board. Should any Governmental Mortgage Agency subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board of Directors, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

14.06. Veterans Administration Approval. As long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article 15, the following actions shall require the prior approval of the Veterans Administration so long as the Veterans Administration is guaranteeing any mortgage in the Development: annexation of additional property to the Development, except for annexation by Declarant in accordance with Article 15, pursuant to a plan of annexation previously approved by the Veterans Administration; dedication of Common Areas to any public entity; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

14.07. Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

14.08. Association Books and Records. The Association shall make available to first mortgagees of Lots, and insurers or guarantors of any such first mortgage, current copies of this Declaration and the Articles of Incorporation, Bylaws, rules and regulations, books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

14.09. Mortgagee Provision Re: Breach. A breach by an Owner of any of the covenants, conditions and restrictions contained herein shall not affect, impair, defeat or render invalid the lien, charges or encumbrance of any first mortgage made for value which may then exist on any Lot; provided, however, that in the event of a foreclosure of any such first mortgage, or if the holder of the note secured by such first mortgage acquires title to

a Lot in any manner whatsoever in satisfaction of the indebtedness, then the purchaser at the foreclosure sale or note holder acquiring title in lieu thereof shall, upon acquiring title, become subject to each and all of the covenants, conditions and restrictions contained herein, but free from the effects of any breach occurring prior thereto.

14.10 Professional Management. In the event that Declarant or the Association enters into any contract with any person or entity to provide management or maintenance services to the Project, such contract shall not exceed a reasonable term and shall provide that the Association shall have the right to terminate the contract for cause upon thirty (30) days written notice and without cause upon ninety (90) days written notice, without payment of a termination fee or penalty.

ARTICLE 15
ANNEXATION

15.01 Right to Annex. Declarant shall have the right to annex to the Project and thereby bring within the scheme of this Declaration and subject to the jurisdiction of the Association part or all of the Additional Land. Annexation of any real property other than the Additional Land shall require the vote or written consent of not less than sixty seven percent (67%) of the total voting power of the Association residing in Members other than Declarant. Annexation of additional property may be accomplished in Phases.

15.02 Procedure for Annexation. Any annexation shall be made by recordation of a Supplemental Declaration covering the real property to be annexed. The Supplemental Declaration shall describe the real property to be annexed and state that annexation is being made pursuant to this Declaration for the purpose of extending the jurisdiction of the Association to cover the new section of the Project being annexed. The Supplemental Declaration may contain such complementary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the property being annexed and as are not inconsistent with the general scheme of this Declaration. Annexation shall be effective upon recordation of the Supplemental Declaration and thereupon the real property described therein shall be subject to all of the provisions of this Declaration, to the extent made applicable by the Supplemental Declaration, and to the jurisdiction of the Association pursuant to the terms of this Declaration, the Articles and Bylaws.

15.03 Assessments Against Annexed Property. Each Owner of a Lot in an annexed property automatically shall be a Member of

the Association and such Owners and annexed real property shall be subject to assessment by the Association for the benefit of the Project or any part thereof. Assessments of Lots in an annexed property shall commence upon the last to occur of: (a) commencement of regular annual assessments for the Project; and (b) the first day of the month next following the first conveyance of a Lot in such property to a purchaser, as provided in Section 9.10. The Association shall have the duties, responsibilities and powers set forth in this Declaration, the Articles and Bylaws with respect to annexed real property. Except as may otherwise be expressly provided in this Declaration or any Supplemental Declaration, the Project shall be managed and governed by the Association as an entirety. Assessments collected from Owners in the Project may be expended by the Association anywhere in the Project without regard to the particular area or subdivision from which such assessments came. All Owners shall have ingress and egress to and from all the Common Area throughout the Project and shall have use and enjoyment of any recreational facilities and other amenities contained within the Common Area throughout the Project, provided that any such use shall be subject to the provisions of this Declaration, any Supplemental Declaration, the Bylaws and the Rules and Regulations.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.01. Power to Settle Claims. The Board shall have the power and authority to compromise, settle, release and otherwise adjust claims, demands, causes of action and liabilities in favor of the Association and the Owners, on behalf of the Association and Owners, as the case may be, provided any such claim, demand, cause of action or liability arises out of or relates to a condition or defect common to all or a majority of the Lots or improvements constructed thereon, or to the development, design, construction, condition, repair or maintenance of or damage or injury to or defect in the Common Area or part thereof, and the Association shall have the right and the power to make and receive all payments or other consideration necessary therefor or in connection therewith. For such purposes, the Board shall be, and hereby is, irrevocably appointed attorney in fact to act on behalf of all Owners upon such terms and conditions and for such consideration as may be approved by a majority of the Board.

16.02. Independence of Provisions. The provisions of this Declaration shall be deemed independent and severable. Invalidation or partial invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision of this Declaration, and the remaining provisions shall remain in full force and effect.

16.03. Notices. Notices shall be in writing and shall be addressed as follows: (i) if to an Owner, to the address of his Lot; (ii) if to Declarant, to Centex Real Estate Corporation, 10303 N.W. Freeway, #100, Houston, Texas 77092; and (iii) if to the Association, to the address of the Project. The Association may designate a different address for notices by giving written notice of such change of address to all Owners and to Declarant. Declarant may designate a different address for notices by giving written notice of such change of address to all Owners and to the Association. Any Owner may designate a different address for notices by giving written notice of such change of address to the Association and to Declarant.

16.04. Headings. The headings used in this Declaration are for convenience and reference only and the words contained therein shall not be held to expand, modify, or aid in the interpretation, construction, or meaning of this Declaration.

16.05. Enforcement. The failure of any Owner to comply with the provisions of this Declaration, the Bylaws or the Articles shall entitle the Association, any Owner, or any of them, to maintain an action for the recovery of damages or injunctive relief or both, and such persons or entities, or any of them, shall have the right to enforce all limitations, restrictions, covenants, conditions, easements, liens, charges, assessments and equitable servitudes imposed by or pursuant to the provisions of this Declaration. Failure to enforce the provisions of this Declaration shall not be deemed a waiver of the right to do so thereafter. All remedies provided in this Declaration shall be cumulative and in addition to any other remedies available under law.

16.06. Equal Opportunity Housing. This Project provides equal opportunity housing. Each Lot sold shall be sold without regard to the race, creed, color, national origin, ancestry, religion, marital status, familial status, handicap, age or sex of the purchaser.

16.07. Exhibit. Exhibits A, B and C which are attached to this Declaration, are incorporated herein and made a part hereof by this reference.

16.08. Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Land Records of Harris County, Texas, without the approval of any Member or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to

the use and enjoyment of such Owner's Lot or of the Common Area as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by sixty-seven percent (67%) of the then existing Members affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of sixty-seven percent (67%) of mortgagees so affected. Any amendment made pursuant to this Section 16.08 shall be certified by Declarant as having been duly approved by Declarant, and such Members and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 16.08 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (iii) if such amendment is required by any Governmental Mortgage Agency to enable such entity to make or purchase mortgage loans on any Lot subject to this Declaration, (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

16.09. Amendments by Association. Amendments to this Declaration, other than those authorized by Section 16.08 hereof, shall be proposed and adopted in the following manner:

(A) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(B) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and (ii) during any period in which Declarant has the right to appoint and remove

officers and directors of the Association, such amendment must be approved by Declarant.

(C) The agreement of the required percentage of the Owners and, where required, the Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the Amendment itself.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration as of the date first above set forth.

DECLARANT
CENTEX REAL ESTATE CORPORATION,
a Nevada corporation



By: Benton H. Karnes
Division President

Attest:
Tony Spancik
Tony Spancik
Assistant Secretary

This Declaration is being executed by the undersigned for purposes of submitting the lots owned by the undersigned within the initial Project to the jurisdiction and control of this Declaration.

Weekley
Weekly Homes, Inc.
a Delaware corporation

By: [Signature]
its: President

Attest:

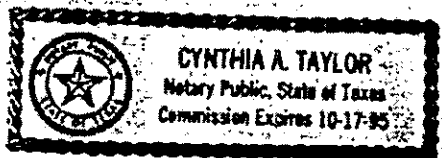
By: [Signature]

Its: ASST. SECRETARY SHARON GREENBERG
ASSISTANT SECRETARY

STATE OF TEXAS)
COUNTY OF HARRIS)

This 22nd day of July, 1992, personally came before me David M. Weekley and Sharon Greenberg who being by me duly sworn, say that they are respectfully the President and Assistant Secretary of Weekly Homes, Inc. a Delaware corporation, and that said writing was signed on behalf of said corporation and the said Sharon Greenberg, as Assistant Secretary of said corporation, acknowledge the said writing to the act indeed of said corporation.

Cynthia A Taylor
Notary Public In and For
The County of Harris and
State of Texas
My Commission Expires: _____



STATE OF TEXAS

COUNTY OF HARRIS

This 6th day of July, 1992, personally came before me Benton H. Karnes and Tony Stancik, who, being by me duly sworn, say that they are the Division President and Assistant Secretary of Centex Real Estate Corporation, a Nevada corporation, and that said writing was signed by him on behalf of said corporation. And the said Tony Stancik, Assistant Secretary, acknowledged the said writing to be the act and deed of said corporation.

Shari Rae Conway
Notary Public In and For
The County of Harris and
State of Texas

My Commission Expires: _____

MISTRANS\WILLOWBR.CCR(b1)



Exhibit A

Recorded Plats

Willow Bridge Section One, being 53.20 acres out of the J.D. Egbert survey, A-245, recorded March 20, 1992 under Film code No. 351135 of the Map Records of Harris County, Texas.

Section One included 185 lots and 2 tracts which were designated for a recreational facility (Reserve A) and a water plant site (Reserve B)) The breakdown by Block section is provided below.

- Block 1: Lots 1-25, 55-69 and 94-114
- Block 2: Lots 1-55
- Block 3: Lots 1-39, Reserves A and B
- Block 4: Lots 1-5
- Block 5: Lots 1-5 and 50-78

EXHIBIT B
DESCRIPTION

105-56-3509

Being 195.335 acres of land situated in the James D. Egbert Survey, Abstract 246, Harris County, Texas and being described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number M909041, Film Code Number 193-7420085; said 195.335 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod for the southwesterly corner of Winchester Country, Section Ten School Site recorded in Volume 333, Page 135 of the Map Records of Harris County, Texas and in the easterly line of that certain 19.493 acre tract of land being a portion of White Oak Bayou (E135-00-00) described in the Official Public Records of real property of Harris County, Texas under County Clerk's File Number J254219;

Thence, S 80°35'39" E, with the northerly line of that certain proposed 50 foot wide Humble Pipe Line Company over and across easement recorded in Volume 1055, Page 577, of the Deed Records of Harris County, Texas, a distance of 3,812.73 feet to a 5/8 inch iron rod found for the northeasterly corner of that certain 0.051 acre tract of land (storm sewer easement) described in the Official Public Records of Real Property of Harris County, Texas under Film Code Number 167-70-2037 and County Clerk's File Number M486595 and also being the northerly northwest corner of that certain Harris County Flood Control District Fee Strip (E 200-01-00);

Thence, S 09°24'21" W, with the easterly line of said 0.051 acre tract and the most westerly line of said Fee Strip, a distance of 200.00 feet to a 5/8 inch iron rod found for a re-entrant corner of said fee strip;

Thence, S 80°35'39" E, a distance of 391.36 feet to a 5/8 inch iron rod found for a re-entrant corner of said Fee Strip;

Thence, S 00°39'54" E, with said Fee Strip, a distance of 1,753.89 feet to a 5/8 inch iron rod found for the southwesterly corner of said Fee Strip and being in the northerly line of that certain 4.683 acre tract described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number L530455 and Film Code Number 108-68-0886;

Thence, S 89°20'17" W, with the northerly line of said 4.683 acre tract, a distance of 3,055.27 feet to a 5/8 inch iron rod set for corner;

Thence, N 39°38'10" W, a distance of 405.20 feet to a 5/8 inch iron rod set for the northerly corner of that certain 0.556 acre tract described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number L530458 and Film

Code Number 108-68-0903 and also being in the easterly line of said White Oak Bayou;

Thence, along the meanders of White Oak Bayou as follows:

Thence, N 12°44'15" E, a distance of 419.32 feet to a 5/8 inch iron rod found for corner;

Thence, N 30°02'45" W, a distance of 314.54 feet to a 5/8 inch iron rod found for corner;

Thence, N 72°49'45" W, a distance of 515.71 feet to a 5/8 inch iron rod set for corner;

Thence, N 57°09'45" W, a distance of 149.07 feet to a 5/8 inch iron rod set for corner;

Thence, N 25°49'45" W, a distance of 149.07 feet to a 5/8 inch iron rod set for corner;

Thence, N 10°09'45" W, a distance of 600.15 feet to a 5/8 inch iron rod set for corner;

Thence, N 02°12'45" W, a distance of 290.68 feet to a 5/8 inch iron rod set for corner;

Thence, N 05°44'15" E, distance of 433.85 feet to the POINT OF BEGINNING and containing 195.335 acres or 8,508,798 square feet (Gross) of land, save and except 58.20 acres of land described as follows:

BEGINNING at the southerly corner of proposed Willow Bridge Park Boulevard (under construction) described in the Official Public Records of Harris County, Texas under County Clerk's File Number M486594, Film Code Number 167-70-2031 and also being the easterly corner of that certain 10 foot wide storm sewer easement (0.051 acre tract) described in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number M486595, Film Code Number 167-70-2037;

Thence, S 09°24'21" W, with the southeasterly line of said 10 foot wide storm sewer easement, a distance of 200.00 feet to a point for the northerly southwest corner of that certain 150 foot wide Harris County Flood Control District Fee Strip (Unit No. E200-01-00) and also being the northwesterly corner of Lot 9, Block One;

Thence, S 80°35'39"E, with Lots 9 thru 12, Block One and a re-entrant line of said Harris County Flood Control District Fee Strip, a distance of 391.36 feet to an angle point in said fee strip and Lot 12;

Thence, S 00°39'54" E, with the common line of said fee strip and said Block One, Section One, a distance of 996.88 feet to a point for the southeast corner of Lot 25, Block One;

Thence, S 89°20'06" W, with the southerly line of said Lot 25, a distance of 194.12 feet to a point for the southwesterly corner of said Lot 25;

Thence, S 01°23'11" E, with a right-of-way cutback line of Bexar Drive, a distance 13.71 feet to a point for corner;

Thence, S 48°44'51" W, a distance of 55.00 feet to a point for corner in the southerly right-of-way line of Pearsall Drive;

Thence, N 81°07'07" W, with said right-of-way cutback line, a distance of 23.40 feet to a point for corner in a curve;

Thence, in a southwesterly direction with a curve to the right in said right-of-way line, having a central angle of 47°14'49", a radius of 190.00 feet, an arc length of 156.68 feet and a chord bearing of S 85°17'47" W, 152.28 feet to a point for corner;

Thence, S 63°55'12" W, with a right-of-way cutback line, a distance of 21.21 feet to an angle point in said right-of-way;

Thence, N 71°04'48" W, with said right-of-way line, a distance of 55.00 feet to a point for corner in the easterly line of Lot 65, Block One;

Thence, in a southwesterly direction with a curve to the left, having a central angle of 17°00'47", a radius of 334.17 feet, an arc length of 99.23 feet and a chord bearing of S 10°24'48" W, 98.86 feet to a point for the southeasterly corner of said Lot 65, Block One;

Thence, N 88°05'35" W, with the southerly line of Lot 65, a distance of 75.41 feet to an angle point in Lot 66;

Thence, S 47°17'20" W, with the southeasterly line of Lots 66 and 67, a distance of 56.56 feet to a point for the southerly corner of Lot 67 and the northeasterly corner of Lot 68;

Thence, S 00°39'54" E, with the easterly line of Lots 68 and 69, a distance of 83.03 feet to a point for the southeasterly corner of Lot 69;

Thence, S 89°20'06" W, with the southerly line of Lot 69, a distance of 176.31 feet to a point for corner in the southeasterly right-of-way line of Pearsall Drive;

Thence, S 03°40'20" E, with a right-of-way cutback line of said Pearsall Drive, a distance of 23.28 feet;

Thence, S 46°12'36" W, with said right-of-way line, a distance of 55.00 feet to a point for corner;

Thence, N 83°54'29" W, with a right-of-way cutback line, a distance of 23.28 feet to a point for corner in a curve;

Thence, in a southwesterly direction with the southerly right-of-way line of said Pearsall Drive and a curve to the right, having a central angle of $30^{\circ}51'33''$, a radius of 200.00 feet, an arc length of 107.72 feet and a chord bearing of $S 73^{\circ}54'30'' W$, 106.42 feet to a point for the northerly northeast corner of Lot 94, Block One;

Thence, $S 00^{\circ}39'43'' E$, with the easterly line of Lot 94, a distance of 56.87 feet to an angle point for corner;

Thence, $S 27^{\circ}13'59'' W$, with the southeasterly line of said Lot 94, a distance of 71.43 feet to a point for the southeast corner of said Lot 94;

Thence, $S 89^{\circ}20'17'' W$, with the southerly line of Lots 94, 95 and 96, a distance of 132.09 feet to an angle point in the southerly line of Lot 96;

Thence, $N 71^{\circ}25'39'' W$, with the southerly line of Lots 96 and 97, a distance of 136.60 feet to an angle point in the southerly line of said Lot 97;

Thence, $S 89^{\circ}20'17'' W$, with the southerly line of Lots 97 thru 102, a distance of 353.54 feet to an angle point in Lot 102;

Thence, $S 72^{\circ}00'49'' W$, with the southerly line of Lots 102 and 103, a distance of 134.33 feet to a point for the southwest corner of Lot 103 and the southeast corner of Lot 104;

Thence, $S 89^{\circ}20'17'' W$, with the southerly line of Lot 104, a distance of 153.00 feet to a point for the southwesterly corner of Lot 104 and the southerly corner of Lot 105, Block One;

Thence, $N 00^{\circ}39'43'' W$, with the westerly line of Lots 105 and 106, a distance of 173.00 feet to an angle point in Lot 106;

Thence, $N 25^{\circ}18'05'' E$, with the northwesterly line of Lots 106 and 107, a distance of 180.19 feet to an angle point in Lot 107;

Thence, $N 89^{\circ}20'17'' E$, with the northerly line of Lots 107 thru 111, a distance of 334.47 feet to an angle point in Lot 111 and also being the southwesterly corner of Lot 113;

Thence, $N 16^{\circ}05'02'' W$, with the westerly line of Lots 113 and 114, a distance of 152.04 feet to a point for the northwesterly corner of Lot 114;

Thence, in a northeasterly direction with the northwesterly line of Lot 114 and a curve to the left, having a central angle of $12^{\circ}06'06''$, a radius of 460.00 feet, an arc length of 97.16 feet and a chord bearing of $N 67^{\circ}51'55'' E$, 96.98 feet to a point for corner;

Thence, $N 28^{\circ}11'08'' W$, with the westerly right-of-way line of Willow Bridge Park Boulevard, a distance of 60.00 feet to a point for corner;

Thence, in a northeasterly direction, with the northerly right-of-way line of said Willow Bridge Park Boulevard and a curve to the left, having a central angle of $01^{\circ}59'39''$, a radius of 400.00 feet, an arc length of 13.92 feet and a chord bearing of $N 60^{\circ}49'02'' E$, 13.92 feet to a point for the southerly corner of Lot 5, Block Five;

Thence, $N 30^{\circ}10'47'' W$, with the southwesterly line of said Lot 5, a distance of 130.00 feet to a point for the westerly corner of said Lot 5;

Thence, $N 45^{\circ}29'47'' E$, with the northwesterly line of Lots 5 and 4, a distance of 133.60 feet to a point for the northerly corner of Lot 4 and the westerly corner of Lot 3;

Thence, $N 31^{\circ}10'21'' E$, with the northwesterly line of Lots 3 and 2, a distance of 169.78 feet to a point for the northerly corner of Lot 2 and the westerly corner of Lot 1, Block Five;

Thence, $N 45^{\circ}02'58'' W$, with the southwesterly line of Lots 78, 77, 76 and 75, a distance of 247.37 feet to an angle point in Lot 75;

Thence, $N 16^{\circ}03'27'' W$, with the westerly line of Lots 75, 74, 73, 72, 71, 70, 69 and 68, a distance of 482.86 feet to a point for the westerly corner of Lot 68 and the southerly corner of Lot 67;

Thence, $N 60^{\circ}56'14'' W$, with the southerly line of Lots 67, 66 and 65, a distance of 135.57 feet to a point for the southwesterly corner of Lot 65 and the southeasterly corner of Lot 64;

Thence, $N 80^{\circ}35'39'' W$, with the southerly line of Lots 64, 63 and 62, a distance of 180.00 feet to a point for the southwest corner of Lot 62 and the southeasterly corner of Lot 61;

Thence, $S 76^{\circ}54'19'' W$, with the southeasterly line of Lot 61 and 60, a distance of 83.53 feet to a point for the southerly corner of Lot 60;

Thence, $N 47^{\circ}09'55'' W$, with the southwesterly line of Lot 60 and the southwesterly right-of-way line of Therrell Drive (based on 60.00 foot width), a distance of 170.96 feet to a point for corner in a curve;

Thence, in a northeasterly direction with a curve to the left, having a central angle of $01^{\circ}03'41''$, a radius of 240.00 feet, an arc length of 4.45 feet and a chord bearing of $N 43^{\circ}21'56'' E$, 4.45 feet to the point of curvature of a curve to the left having a radius of 25.00 feet;

Thence, in a northeasterly direction with said curve to the left, having a central angle of $67^{\circ}41'36''$, a radius of 25.00 feet, an arc length of 29.54 feet and a chord bearing of $N 10^{\circ}02'59'' E$, 27.85 feet to a point for the southeasterly corner of Lot 5, Block Four;

105-56-3514

Thence, N 80°35'39" W, with the southerly line of said Lot 5, a distance of 117.50 feet to a point for the southwesterly corner of said Lot 5;

Thence, N 09°24'21" E, with the westerly line of Lots 5 and 4, a distance of 186.25 feet to an angle point in Lot 4, Block Four and being in the southerly line of that certain Humble Pipeline Company Easement recorded in Volume 1055, Page 577 of the Deed Records of Harris County, Texas;

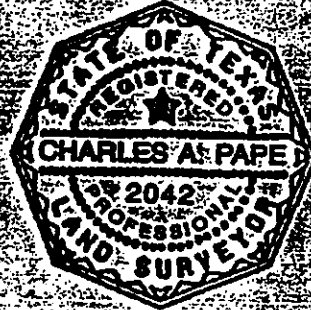
Thence, S 80°35'39" E, with the southerly line of said Humble Pipeline Company Easement and the northerly line of Block Four, Three and Reserve "B" water plant site, a distance of 1,804.82 feet to a point for corner;

Thence, N 09°24'21" E, crossing said Humble Pipeline Company Easement, a distance of 50.00 feet to a point for the southwesterly corner of said proposed WillowBridge Park Boulevard;

Thence, S 80°35'39" E, with said southerly line of said proposed WillowBridge Boulevard, a distance of 60.00 feet to the POINT OF BEGINNING and containing 58.20 acres of land.

RUSS & STANDLEY SURVEYING COMPANY

Charles A. Pape
Registered Professional Land Surveyor
Texas Registration Number 10442



Date: April 24, 1992
Job No.: 90-027-72
Dwg No.: 1439-E-5
File No.: WP/D90-027.72

AND PROVIDED HEREIN WHICH PERTAIN TO THE TITLE, INTEREST, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL 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 23 1992



Antonia Rodriguez
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Return To: Centex Homes
10303 Northwest Freeway
Suite 100
Houston, Texas 77092
Attn: Benton H. Karnes

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

Page 6 of 6
195.335 Acres