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THE STATE OF TEXAS X
X
COUNTY OF HARRIS X

DECLARATION OF RESTRICTIONS

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

59.80 acres of land out of the J. D. Egbert Survey, Abstract 246, in Harris County, Texas;

which acreage has been heretofore platted and subdivided into that certain residential subdivision known as:

WINCHESTER COUNTRY, SECTION NINE (9)

according to the plat of said subdivision recorded in Volume 330, Page 59, of the Map Records of Harris County, Texas, and desiring to establish and carry out a uniform plan for the use, occupancy, ownership and improvement of all residential lots in said subdivision for the benefit of the present and future owners of said lots, said owners do hereby declare, establish, and adopt certain reservations, restrictions, covenants and easements (hereinafter referred to as "Restrictions"), which shall be applicable to the use, occupancy, ownership and improvement of all residential lots in said subdivision (the term "lot" as used herein shall include any residential building site created by consolidation or re-subdivision of the originally platted lots, as permitted herein), and every contract, conveyance or other transfer of title hereafter executed with respect to any residential lot or lots in the aforenamed subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following Restrictions, regardless of whether or not said Restrictions are set out in full or are incorporated by reference in said contract, conveyance or other transfer of title.

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

ARTICLE I. LAND USE AND BUILDING TYPE.

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

by blood, adoption or marriage, or residential occupancy by not more than three unrelated persons living together as a single housekeeping unit, together with any bona fide household servants).

ARTICLE 2. ARCHITECTURAL CONTROL.

No building or improvement of any character shall be erected, placed, added to or altered on any lot affected hereby until the building plans and specifications and a site plan showing the location of the proposed structure or structures have been submitted to and approved by the hereinafter-named Association (hereinafter referred to as "Association") as being in compliance with these Restrictions and the aforesaid subdivision plat as to use, quality of workmanship and materials, harmony of exterior design and exterior colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, lot boundary lines and building lines.

The plans and documents to be submitted to the hereinafter-named Association, as above set forth, shall be submitted for approval by registered mail (return receipt requested) prior to commencing the erection, placement, addition to or alteration of any such improvements on any lot. In the event the Association fails to approve or disapprove such plans and documents in writing within thirty (30) days after submission thereof for approval, the date of submission being the date shown on the return receipt, such plans and documents shall be deemed approved and this requirement of these Restrictions shall be considered as having been fully complied with and satisfied.

ARTICLE 3. DWELLING SIZE AND MATERIALS.

Any dwelling situated on any lot must contain a total living area of not less than 800 square feet, and if the dwelling is other than a single-story dwelling it must contain not less than 600 square feet of ground-floor living area, each of the foregoing minimum-area limitations to be exclusive of open or screened porches, terraces, driveways, carport, garage, garage apartment or servant's quarters, or other approved accessory building or structure.

ARTICLE 4. LOCATION OF BUILDINGS ON LOTS.

It is the intention of this Article 4 to allow placement of residential structures on any lot covered hereby in accordance with (1) Standard Single-Family Residence Option and/or (2) Zero Lot Line Option, as both of said options are hereinafter defined:

1. Standard Single-Family Residence Option. No structure shall be located on any lot nearer to the front line or nearer to the street-side line than the minimum building setback line shown on the recorded plat. No dwelling shall be located on any lot within any utility easement located along the rear lot line. A residence or appurtenance thereto may be located not less than three feet (3') from an interior lot line, provided that the construction of a residence on the adjacent lot is complete and such residence shall be no closer than seven feet (7') from the same interior lot line; provided, however, that this exception shall not be construed to permit any portion of any building situated on any lot to encroach upon another lot. For the purposes of these Restrictions, the front line of each lot shall be the shortest boundary line thereof abutting a dedicated street as shown by the recorded subdivision plat. The residential dwelling on each lot in the aforenamed subdivision shall face the front of the lot.

2. Zero Lot Line Option. Improvements for each lot shall be designed and constructed so as to have one (1) outside wall abutting the side property line designated as the "zero lot line" for that lot by the Association, except in the case of corner lots or unless a different layout

is authorized in writing by the Association. Corner lots may have a zero lot line opposite the side street. No structure shall be located on any lot nearer to the front line or nearer to the street-side line than the minimum building setback line shown on the recorded plat. There shall be a building setback of six (6) feet between the abutting side lot line and the single-family resident on the adjoining lot. Each single-family residence shall be constructed a minimum of ten (10) feet from the rear lot line, excluding patios, patio covers, trellises, and like improvements. To provide for uniformity and proper utilization of the building area within the lots, dwellings or appurtenant structures on a lot shall not be less than six (6) feet from the dwelling or appurtenant structure located on any contiguous lot(s). No windows, doors or other openings may be placed in the wall built on or parallel to the zero lot line unless the wall is a minimum of three (3) feet from the zero lot line except that walls on the zero lot line may have openings if such wall faces onto a reserve or easement or street right-of-way. The side wall of the dwelling or appurtenant structure built abutting the zero lot line shall be constructed using permanent low maintenance material as approved by the Association. The owner of any adjacent lot shall not attach anything to a side wall or fence located upon the zero lot line, nor shall the owner of any adjacent lot alter in any manner, i.e., structure, color, material or otherwise, the side wall or fence located upon the zero lot line without the (i) written approval of the Association, and (ii) written consent of the adjoining lot owner(s).

All lots within the property shall be conveyed subject to a three-foot (3) wide easement adjacent to one (1) side-lot line of each lot where such side-lot line abutts improvements located on the zero lot line of the adjacent lot, and the right to create, grant and reserve such easements is hereby reserved by Developer for itself and its successors in interest. Said easements, the uses and purposes of which are set out below shall be granted or reserved by reference hereto. The following rules prescribe the terms, conditions and uses of such easements, both by the owner of the easement (the "dominant tenement") and the owner of the land under the easement (the "servient tenement"):

(a) The owner of the dominant tenement (the lot which is benefited by the easement), except as otherwise provided herein, shall have the right to use the easement area solely and only for the purpose of the construction, maintenance, painting, repairing and rebuilding of the side privacy wall or fence situated adjacent and abutting the easement area and of any overhanging eave within or adjacent to the easement area. Additionally, this easement, when used for any of the above-described purposes must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. Except in the event of an emergency, the owner of the dominant tenement must notify the owner of the servient tenement of his intent to do any construction or maintenance, which requires the use of the easement, at least two (2) days before any work is started, with the hours that such easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturday. In the event of any emergency, no such notice is necessary.

(b) The owner of the servient tenement shall have the right at all reasonable times to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenement.

(c) The owner of the servient tenement shall have the right of surface drainage over, along and upon the easement area for water resulting from the normal use of the servient tenement and the dominant tene-

ment shall not us the easement area in such a manner as will interfere with such drainage.

(d) The owner of the dominant tenement shall not attach any object to the side of the privacy wall, fence or eaves facing onto the easement area. However, the owner of the dominant tenement shall have the right to locate an overhanging eave, which is an integral part of the residence or garage structure, within said easement.

For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any structure on a lot to encroach upon another lot except as noted above. Developer reserves the right to modify these minimum setback criteria for any additional land made subject to this Declaration.

ARTICLE 5. RE-SUBDIVIDING OR CONSOLIDATING OF LOTS.

Lots may be subdivided or consolidated into building sites, with the privilege of erecting, placing, adding to or altering improvements on each resulting building site, subject to these Restrictions in which case, setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat; provided, that any building site resulting from such subdividing or consolidating must have a width at the front building line thereof of not less than the minimum frontage of lots in the same block; and provided further that, in cases where any of the residential lots covered by these Restrictions are subdivided or consolidated, the hereinafter-named Association shall have the right and authority to equitably redistribute the maintenance charge specified under Article 20 hereof and which is applicable to the lot or lots subdivided or consolidated, subject to the mandatory requirement that each resulting building site with a residence thereon shall be subject to at least one full-lot maintenance charge.

ARTICLE 6. UTILITY AND DRAINAGE EASEMENTS.

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

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

In the event that audio and video communication services and utilities are made available to any of the lots by means of any underground coaxial cable system, the company furnishing such services and facilities shall have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the house or garage constructed or to be constructed upon said lot, and in a direct line from said nearest utility easement to said point of connection.

ARTICLE 7. PROHIBITED STRUCTURES.

Mobile homes are prohibited on any lot, whether or not wheels are attached. Antenna towers for amateur radio installations or citizens' band radio base station installations and "window unit" air conditioners are prohibited on any lot, unless approved by the hereinafter-named Association. Television antennae which are

visible on the exterior of any building are prohibited unless installed on a portion of the roof of the building which slopes toward the rear of the lot, or unless otherwise approved by the Association. No radio and/or television antenna, disk or any other electronic receiver or associated equipment shall be erected or installed at a height in excess of four (4) feet above the level of the roof at the point at which such installation is made and shall in no event exceed the height of the highest elevation of the roof. Similarly, no radio and/or television antenna, disk or any other electronic receiver or associated equipment shall be installed on any lot or erected on a tower, pole or other structure on any lot without the express written approval of the hereinafter-named Association. No portable building, tent, shed, barn or other portable structure of any nature shall be placed on any lot without approval by the Association; provided, however, that a temporary office or work-shed may be placed upon a lot without such approval by any home-building contractor for use in connection with the erection or sale of dwellings in the aforenamed subdivision, but such temporary structure shall be removed at completion of the erection or sale of the dwellings, whichever is applicable, or within ten (10) days following notice from the Association to remove such structure. Any such permitted temporary structure shall never be used for residential purposes. Prior to the sale of any home by a commercial homebuilder which has a garage converted to a sales facility or some other use, said garage shall be re-converted to a garage facility. Any owner desiring to convert a garage to "living area" must have such conversion approved in writing by the hereinafter-named Association and said Association shall not be required to approve such conversion unless owner constructs a substitute garage facility at a location on the lot approved by the hereinafter-named Association.

ARTICLE 8. PROHIBITED ACTIVITIES.

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

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

ARTICLE 9. MINING AND MINERAL OPERATIONS.

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

ARTICLE 10. ANIMALS AND PETS.

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

ARTICLE 11. GARBAGE AND OTHER WASTE.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such substances shall not be kept upon any lot, except that the garbage and other waste accumulated from normal household opera-

tions may be kept temporarily for purposes of collection. All such waste substances being kept on a lot pending collection thereof shall be kept in closed sanitary containers with tops or lids, or in plastic bags with the tops thereof tied. Any such containers shall be hidden from general view by a screen or enclosure, and the size and type of waste containers, the screening or enclosure therefor, the temporary location of such containers and plastic bags pending collection, and the period of time such containers or bags may be situated at such temporary location shall all be subject to the approval of the hereinafter-named Association. All containers, bags, or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition.

ARTICLE 12. FENCES, WALLS AND HEDGES.

The Developer will cause the construction of a wood fence six feet (6') in height above ground level along certain portions of lot boundary lines which are common with the existing or proposed right-of-way line of an adjacent thoroughfare, or reserve adjacent thereto, which portions of lot boundary lines are as follows:

> The rear of Lots Forty-two (42) through Fifty-three (53), Block Three (3); and Lots One (1) through Five (5), Lots Eight (8) through Twelve (12), and Lots Fifty-two (52) through Fifty-five (55), all in Block Twenty-five (25).

Except as specified under the immediately preceding sub-paragraph of this Article 12, no fence, wall, gas meter or other structure, nor any hedge or other mass planting, shall be placed or be permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the building set-back line related to such lot boundary (as shown on the recorded plat of the aforenamed subdivision), unless such structure or mass planting and its location shall be approved by the hereinafter-named Association.

All fences and walls located on any lot shall be six feet (6') in height above ground level, unless otherwise approved by the Association, and the surface of any such fence or wall which faces any street, alley or driveway shall be faced with wood, brick, or stone, or some other material approved by said Association.

ARTICLE 13. TRAFFIC SIGHT BARRIERS.

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

ARTICLE 14. OUTSIDE CLOTHES DRYING.

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

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

The owners or occupants of each lot shall at all times keep all weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event

permit an accumulation of garbage, trash, rubbish or other waste of any kind to remain thereon. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted.

ARTICLE 16. SIGNS OR BILLBOARDS.

The owner of a lot (including a commercial homebuilder) shall be entitled to display one sign thereon from time to time for purposes of selling or renting the property; provided, that each face of such sign shall be rectangular in shape and shall not exceed nine (9) square feet in surface area, and that the content of such sign be limited to the words "For Sale" or "For Rent", the name and telephone number of the seller or real estate agent, and the words "Shown by Appointment Only". No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained within subdivision boundaries or within the right-of-way of any street bordering the aforenamed subdivision without first having obtained the consent in writing of the hereinafter-named Association. Said Association shall have the right to remove any unpermitted sign, advertisement, billboard or structure which is erected or placed on any lot or adjacent easement or right-of-way without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

ARTICLE 17. MISCELLANEOUS VEHICLES AND EQUIPMENT.

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

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

ARTICLE 18. REMOVAL OF TREES AND DIRT.

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

ARTICLE 19. PAINTING AND REPAIRS.

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

(In the event of default on the part of the owner or occupant of any lot in observing the requirements set out in Articles 1 through 19 above, or any of them, and the continuation of such default after ten (10) days' written notice from the hereinafter-named Association of the existence of such default, said Association may enter upon said lot through its agents, without liability to the owner or occupant in trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with these Restrictions, and may charge

the owner or occupant of such lot for the cost of any such work or thing. The owner or occupant of each lot agrees, by the purchase or occupation of the lot, to reimburse the Association immediately upon receipt of a statement covering the cost of any such work or thing. In the event of failure to pay such statement, the amount thereof and any attorney fees and court costs incurred in connection with the collection thereof may be added to the annual maintenance charge assessed by the Association against such lot and become a charge thereon and be collected in the same manner as the regular annual maintenance charge provided for in these Restrictions.)

ARTICLE 20. MAINTENANCE ASSOCIATION AND MAINTENANCE CHARGE.

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

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

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

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

(a) For any assessable period within the calendar year 1985, the maximum annual maintenance charge on each lot subject to these Restrictions shall be the sum of Two Hundred Sixty-five and 68/100 Dollars ($265.68). However, in the event any lot or lots are re-subdivided or consolidated increasing the size of said lot or lots from the size as originally platted and recorded, such lot or lots shall be assessable at the maximum annual maintenance charge of Three Hundred Fifty-four and 24/100 Dollars ($354.24). Any lot or lots having less than a forty-five (45) foot frontage dimension after any re-subdividing or consolidating shall remain at the original maximum annual maintenance charge of Two Hundred Sixty-five and 68/100 Dollars ($265.28).

(b) For any assessable period within the calendar years next succeeding the calendar year 1985, the maximum annual maintenance charge for each particular calendar year shall be calculated and determined as follows: The average of the Consumer Price Index (All Items, Houston, Texas, area, covering All Urban Consumers, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or the most nearly comparable successor index published by any governmental agency, over the most recent twelve months for which such information is available at the time of making the annual assessment applicable to the particular calendar year shall be determined (the "current period average"), the average of said Index over the twelve months of the calendar year 1985 shall be determined (the "base period average"), and the maximum annual maintenance charge for the particular calendar year of determination shall be an amount equal to Two Hundred Sixty-five and 68/100 Dollars ($265.68) as increased by the same percentage that the aforesaid "current period average" being utilized in making the particular determination shall have increased above the "base period average", adjusted to the nearest one-tenth of one percent)*. If the aforedescribed determination with respect to the assessment for any particular calendar year after 1985 shows that the "current period average" of said Index being utilized in making the particular determination is either equal to or less than the "base period average" of said Index, then the maximum annual maintenance charge hereunder for such calendar year shall be the amount of Two Hundred Sixty-five and 68/100 Dollars ($265.68).

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

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

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

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

(e) The first special meeting of the members called for the purpose of approving the levy of a particular special assessment shall

require the presence at the meeting (either in person or by proxy) of members entitled to cast at least sixty percent (60%) of all votes of each class of membership in the Association in order to constitute a quorum for valid action. If the required quorum is not present at such first-called meeting, another special meeting may be called with respect to that particular special assessment, subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(f) At least two-thirds (2/3) of a valid quorum of votes of each class of membership represented at the meeting (either in person or by proxy) must be voted in favor of any special assessment for capital improvements.

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

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

The proceeds of the maintenance charge provided for herein shall not be used to reimburse Developer, or its successors in interest, for any capital expenditures incurred by Developer in the construction of, or other improvement of, any common area recreational facilities situated within or outside the boundaries of the Winchester Country subdivision complex, nor shall any expenses of operation or maintenance of such facilities which have been installed by Developer be paid for with maintenance charge proceeds prior to the conveyance of such facilities, fully completed and unencumbered, to the Association, unless such payment is with the approval and consent of the Federal Housing Administration or the Veterans Administration.

The Association is authorized under its Articles of Incorporation to also provide maintenance services similar to those contemplated herein for the benefit of other residential subdivision areas in which the lots are made subject to deed restrictions providing for the establishment of a maintenance charge uniform with that specified herein and which are otherwise substantially the same as these Restrictions; provided, such other subdivision areas are duly "annexed" to Winchester Country Section One (1), and such other subdivision areas as may have been annexed thereto in the manner hereinafter set out, are comprised of land located north of the public road known as West Road, and are either partly or wholly out of the following designated surveys in Harris County, Texas, to-wit:

J. D. Egbert Survey, A-246
George W. Eaton Survey, A-251
F. McNaughton Survey, A-553
Charles Clarkson Survey, A-190

In this regard it is specially provided that the officers and directors of the Association shall be entitled to combine maintenance charge monies received from subdivision areas which have been joined together by annexation into a single fund and provide and pay for services on behalf of all subdivision areas being served by the Association without the necessity of any allocation to particular lots or subdivision areas. The owner of each lot affected hereby shall be deemed to have agreed to this provision by his acceptance of a conveyance or other transfer of title to such lot.

There has been no dedication of common area or common area facilities in conjunction with the development of the aforenamed subdivision. However, each lot owner shall have a right and easement of enjoyment in and to any common area and any common area facilities which may be subsequently annexed to the aforenamed subdivision and dedicated for the use and enjoyment of the members of the Association, which right and easement shall be appurtenant to and shall pass with the title to each lot, subject to the following:

(a) the right of the Association to charge reasonable admission and other fees and to establish reasonable rules and regulations covering the use of the common area and any recreational facility situated upon the common area;

(b) the right of the Association to suspend a member's voting rights and rights to the use of the common area and any recreational facilities thereon for any period of time during which any assessment against such member's lot remains unpaid, and to suspend such rights for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the common area or any common area facilities to any public agency or authority having the same or similar purposes as the Association, subject to such conditions as may be reserved in the dedication or transfer. No such dedication or transfer shall be effective unless an instrument approving such dedication or transfer has been signed by at least two-thirds (2/3) of the members in each class of membership in the Association and has been recorded; and

(d) the right of any lot owner to delegate his right and easement of enjoyment in and to the common area and common area facilities to the members of his family, his tenants, or contract purchasers who reside on the property, in accordance with the By-Laws of the Association.

Additional residential subdivision areas and common areas may be annexed to Winchester Country, Section One (1), and any other duly annexed areas

being served by the Association with the consent of two-thirds (2/3) of the votes of each class of membership of the Association, or such additional areas may be annexed by the Developer or the Association without membership consent if a general plan of the overall Winchester Country subdivision complex has been approved by the Federal Housing Administration and the Veterans Administration and the additional subdivision or common area to be annexed has been determined by the Federal Housing Administration and the Veterans Administration as being in accordance with such approved general plan; provided, that annexation by either of the foregoing procedures shall be subject to the approval of the Federal Housing Administration or the Veterans Administration so long as there are any Class B members of the Association (as specified under Article 26 hereof). The particular subdivision area covered by these Restrictions shall be deemed approved for annexation by the FHA and the VA by the issuance of notice from said agencies to the Developer that subdivision processing has been completed and that applications for loan guaranty will be received.

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

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

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

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

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

Class B member or members shall be the Developer and any other developers of any other subdivision areas duly annexed to the aforenamed subdivision as hereinafter provided. The Class B membership shall be entitled to three (3) votes for each residential lot owned until such time as the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or on December 31, 1995, whichever date occurs the earliest. After the earliest to occur of the foregoing dates, the voting rights of the Class B mem-

bership shall be automatically converted to one (1) vote for each lot owned, the same as the Class A membership. It is specially provided, however, that at any time other subdivision areas are duly annexed to the aforenamed subdivision in the manner hereinafter set out, the voting rights as to lots owned by the Class B membership shall (if previously converted to one vote per lot) automatically revert to three (3) votes for each lot owned until such time as the total votes outstanding in the Class A membership throughout the aforenamed subdivison and any duly annexed area, collectively, shall equal or exceed the total votes outstanding in the Class B membership throughout such total area, or until December 31, 1995, whichever date occurs the earliest, at which time Class B voting rights shall be automatically converted to one (1) vote for each lot owned.

The initial Board of Directors of the Association is composed of Marvin E. Leggett, Janet E. McCartney, and Earl D. Elliott.

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

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

At each regular annual meeting of the members of the corporation prior to the conversion of the voting rights of the Class B membership to the same voting rights as the Class A membership, the Class A members only shall elect for a term of one year the one Director that the Class A membership separately is then entitled to elect, as provided above. At each regular annual meeting of the members after the voting rights of the Class B membership have been converted hereunder to the same voting rights as the Class A membership, the total membership shall elect for a term of one year the two Directors that the membership is then entitled to elect. At the first regular annual meeting of the members after the Class B members have sold to other persons or entities all residential lots situated in the aforenamed subdivision (and in any other subdivision areas duly annexed thereto as hereinafter provided), all members of the corporation shall elect at least one Director for a term of one year, at least one Director for a term of two years, and at least one Director for a term of three years, and at each regular annual meeting thereafter the membership shall elect at least one Director for a term of three years.

In the case of the resignation, death or incapacity to serve of any of the aforesaid Directors elected to office by the members of the corporation, a

special meeting of the members entitled to elect such Director shall be called to elect a successor to serve the balance of the term of said Director.

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

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

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

ARTICLE 21. RIGHTS OF MORTGAGEES.

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

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

ARTICLE 22. TERM OF RESTRICTIONS.

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

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

ARTICLE 23. ENFORCEMENT OF RESTRICTIONS.

The Board of Directors of the aforesaid Association, the owner or owners of any residential lot subject to these Restrictions, or the Developer (until all lots subject hereto have been sold or otherwise conveyed to persons or entities other than commercial homebuilders) shall all have the right to file suit for dam-

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

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

ARTICLE 24. ASSIGNMENT BY DEVELOPER AND MAINTENANCE ASSOCIATION.

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

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

ARTICLE 25. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM.

An underground electric distribution system is to be installed by Houston Lighting & Power Company (hereinafter called "electric company") in that part of Winchester Country, Section Nine (9), (hereinafter designated as the Underground Residential Subdivision), which embraces all of the residential lots which are platted in the Underground Residential Subdivision, according to the aforesaid recorded plat thereof. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, dupiexes, or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner/developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair, and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner/developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then-current Standards and

Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company is to install the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision or (b) the owner of each affected lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) $1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in any Reserve(s) shown on the plat of the Underground Residential Subdivision, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company $1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

ARTICLE 26. FHA/VA APPROVAL

As long as there is any Class B membership in the Association, the following matters must be approved by the Federal Housing Administration or the Veterans Administration:

(a) Any amendment to these Restrictions;

(b) The annexation of additional residential subdivision areas to the aforenamed initial subdivision area to be served by the Association; and

(c) The annexation and dedication of any common area for the use and benefit of the members of the Association.

ARTICLE 27. PUBLIC SIDEWALKS.

Concrete sidewalks four feet (4') wide shall be constructed parallel to curb two feet (2') from property line along entire fronts of all lots. In addition

thereto, four feet (4') wide sidewalks shall be constructed parallel to curb two feet (2') from property line along entire side of all corner lots. The plans for each residential building on each of said lots shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied. Furthermore, at each street intersection and/or pedestrian crosswalk where a sidewalk shall abutt the curb, there shall be provided curb ramps with a rough non-skid surface to accommodate handicapped individuals in wheelchairs. The type of construction and specification for said curb ramps shall be as provided by the Harris County Engineering Department.

ARTICLE 28. AMENDMENT OF RESTRICTIONS.

Subject to the requirements of Article 26 hereof, these Restrictions may be amended at any time prior to the termination hereof by recording in the Official Public Records of Real Property of Harris County, Texas an instrument signed by the then-owners of at least three-fourths (3/4) of the number of restricted lots situated in the aforenamed subdivision.

ARTICLE 29. JOINDER OF LIENHOLDER.

The undersigned lienholder on the land described herein joins in the execution of this instrument for the purpose of evidencing its consent and agreement to the provisions hereof and said lienholder further agrees that future amendments hereof which are accomplished by the procedure set forth herein may be effected without its consent.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 27th day of March, 1985.

"OWNER AND DEVELOPER"

JONES ROAD DEVELOPMENT CORP.

By Marvin E. Leggett
Marvin E. Leggett, President

"LIENHOLDER"

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Kathleen A. Renaget

THE STATE OF TEXAS X
X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Marvin E. Leggett, known to me to be the person whose name is subscribed to the foregoing instrument as President of Jones Road Development Corp., who acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25TH day of MARCH, 1985.

Notary Public, Harris County, Texas.

My Commission Expires: 9/5/85

L. DIANE JOHNS
Printed Name of Notary

THE STATE OF FLORIDA X
X
COUNTY OF PINELLAS X

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen A. Reinagel known to me to be the person whose name is subscribed to the foregoing instrument as Asst Vice President of Florida Federal Savings and Loan Association, who acknowledged to me that he/she executed the same in the capacity and for the purposes and consideration therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of March, 1985.

Notary Public, State of Florida

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires July 11, 1988

Foy W. Grinstead
Printed Name of Notary

STATE OF TEXAS
COUNTY OF HARRIS

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

MAR 28 1985

COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
MAR 28 2 15 PM '85
COUNTY CLERK
HARRIS COUNTY TEXAS

RETURN TO:

DIANE ENGLES
JONES ROAD DEVELOPMENT CORP.
6161 SAVOY DRIVE, SUITE 1200
HOUSTON, TX 77036