

Wheatstone Village POA
SCS Management Services
Community Manager
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- Articles of Amendment
- Articles of Incorporation
- Bylaws
- Declarations of Covenants, Conditions and Restrictions
- First Amendment to Declarations of Covenants, Conditions and Restrictions
- First Amendment to the Bylaws
- Architectural Review Application

BY-LAWS
OF
WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 5 Post Oak Park, Suite 1720, Houston, Texas 77027, but meetings of Owners and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. Wherever used in these By-Laws, the following terms shall have the following meanings:

"ARC" shall mean and refer to the Architectural Review Committee for WHEATSTONE VILLAGE, .

"ASSOCIATION" shall mean and refer to WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

"BOARD" shall mean and refer to the Board of Directors of the Association.

"GREEN BELT AREA" shall mean and refer to green belt areas and landscape reserves which are located, designated and established for the purpose of providing open space for aesthetic and recreational uses, and containing facilities in keeping with such purpose as well as utility lines and facilities.

"OWNER" shall mean and refer to the legal title holder of record, whether one or more persons or entities, of any Tract or any portion thereof, in the Property, including owners who have contracted to sell any Tract and any person or entity holding legal title as trustee, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" as used in these By-Laws is further defined to include and refer to the heirs, executors, personal representatives, administrators, devisees, successors and assigns of any Owner, and all

other persons, firms or corporations acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner.

"PROPERTY" or "PROPERTIES" shall mean and refer to WHEATSTONE VILLAGE, which is more particularly described on Exhibit "A" attached hereto and is made a part hereof for all purposes, and such additional lands as may hereafter be made subject to these By-Laws.

"RESTRICTIONS" shall mean and refer to those certain covenants, conditions, reservations and restrictions set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called "Declaration") applicable to the Property, and recorded or to be recorded in the office of the County Clerk of Harris County, Texas.

"TRACT" or "TRACTS" shall mean and refer to those parcels of land, or any portions thereof, located within the Property, or of those lands annexed thereto, and established for the purpose of constructing an office, retail, commercial, school, church, medical or residential structure.

ARTICLE III

MEMBERS

The Association shall have no members.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Owners. The number of directors may be changed by amendment of the By-Laws of the Association. Their successors are selected as hereinbelow provided.

Section 2. Death, Resignation or Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Board. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by

obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarter annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Property and facilities, and the personal conduct of the Owners and their employees, lessees, tenants and guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of any facilities owned or operated by the Association by an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Owners by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

- (e) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) retain independent professional management for the Property.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at any special meeting in which such statement is requested in writing by the Owners representing two-thirds (2/3) of the total votes possible, calculated as set forth in Article III, Section 2 of the Declaration;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to foreclose the lien against any Tract for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on the Green Belt Area;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Green Belt Area to be maintained.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of who shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 3 of this Article.

Section 7. Duties. The duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.
- (b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the names of the Owners together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or cause to be prepared an annual budget and a statement of income and expenditures to be presented to the Owners annually, and deliver a copy of each to the Owners.

ARTICLE VIII

COMMITTEES

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate permitted by Texas law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Green Belt Area or abandonment of his Tract.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE XII

AMENDMENTS

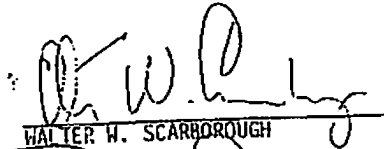
The By-Laws of this Association are hereby adopted by the initial Board of Directors and shall be amended or altered by a majority of the members of the Board of Directors, or their successors. In the event of a conflict between these By-Laws and the Declaration, the Declaration shall be deemed controlling.

ARTICLE XIII


MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


IN WITNESS WHEREOF, we, being all of the Directors of WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands the 9th day of July, A.D., 1984.



 WALTER W. SCARBOROUGH



 RICHARD CHAMBERLAIN



 A. GEOFFREY MERRILL



CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 17th day of AUG., A. D., 1984.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said Association this 17th day of AUG., A. D., 1984.

Richard Chamberlain
Secretary

EXHIBIT "A"

WHEATSTONE VILLAGE

(PHASE ONE)

METES AND BOUNDS DESCRIPTION OF 294.3027 ACRES OF LAND OUT OF A CALLED 600.00 ACRE TRACT (TRACT-2), AS DESCRIBED IN A DEED TO CARMA DEVELOPERS, INC. RECORDED IN HARRIS COUNTY CLERKS FILE NO. F355375, F.C. NO. 179-08-1231 OF THE OFFICIAL PROPERTY RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, IN THE CHARLES BOWMAN SURVEY, A-142, HARRIS COUNTY:

BEGINNING: At a found 1-1/4-inch iron pipe marking the southeast corner of Harris County Municipal Utility District No. 155;

THENCE: $S87^{\circ}43'37''W$, 4744.10 feet to a found 5/8-inch iron rod in the east line of Queenston Boulevard, a 100-foot right-of-way;

THENCE: $S87^{\circ}43'37''W$, 50.01 feet to a found 5/8-inch iron rod, said rod marking the northwest corner of the 1796.35 acre tract of the Friendswood Development Company, as recorded in C.C. File No. F065445, F.C. No. 161-13-1248, O.P.R.O.R.P. Harris County, Texas;

THENCE: $S84^{\circ}55'00''W$, 59.05 feet to a found 5/8-inch iron rod, said rod the southwest corner of the herein described tract of land;

THENCE: $N02^{\circ}00'02''W$, a distance of 252.51 feet to a found 5/8-inch iron rod, a point of curvature of a curve to the left having a radius of 1950.00 feet;

THENCE: Following the arc of said curve, subtending a central angle of $13^{\circ}30'00''$, a total arc distance of 453.45 feet to a found 5/8-inch iron rod, the point of tangency of said curve;

THENCE: $N15^{\circ}30'02''W$, a distance of 523.46 feet to a found 5/8-inch iron rod, the point of curvature of a curve to the right having a radius of 3638.60 feet;

THENCE: Following the arc of said curve, subtending a central angle of $13^{\circ}30'00''$, a total arc distance of 357.32 feet to a found 5/8-inch iron rod, the point of tangency of said curve;

THENCE: $N02^{\circ}00'02''W$, 330.05 feet to a found 5/8-inch iron rod, the point for corner, said rod also being on the south property line of a called 600.00 acre tract (Tract 1), as described in a deed to Carma Developers, Inc., C.C. File No. F355373, F.C. No. 179-08-1214, O.P.R.O.R.P. Harris County, Texas;

THENCE: $N86^{\circ}00'30''E$, continuing along south property line of aforesaid Tract 1, a distance of 1767.63 feet to a set 5/8-inch iron rod;

THENCE: $N44^{\circ}31'59''E$, 651.93 feet to a point;

THENCE: In a southeasterly direction along a curve to the right having a radius of 2000.00 feet, subtending a central angle of $02^{\circ}13'39''$, and arc distance of 77.75 feet, chord length of 77.75 feet bearing $S60^{\circ}29'14''E$ to the point of tangency;

THENCE: $S61^{\circ}36'04''E$, 2551.52 feet to the point of curvature of a curve to the right with a radius of 850.00 feet;

THENCE: Following the arc of said curve, subtending a central angle of $10^{\circ}50'15''$, and arc distance of 160.79 feet to the point of a reverse curve having a radius of 850.00 feet;

THENCE: In a southeasterly direction along the arc of said curve subtending a central angle of $41^{\circ}36'35''$, a total arc distance of 617.31 feet to the point of tangency;

THENCE: $S02^{\circ}22'24''E$, a distance of 1571.46 feet to the place of BEGINNING of herein described tract and containing 294.3027 acres, more or less.

POA
091-97-0356

J655941

WHEATSTONE VILLAGE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS ↓
COUNTY OF HARRIS ↓
KNOW ALL MEN BY THESE PRESENTS: THAT
88/20/84 69107910 J65594: 3 92.0

This Declaration (herein called the "Declaration"), made this the 4th day of JULY, 1984, by WHEATSTONE VILLAGES I, LTD., a Texas Limited Partnership, by SCARBOROUGH HOLDINGS INCORPORATED, a Texas corporation, General Partner, and WHEATSTONE VILLAGES II, LTD., a Texas Limited Partnership, by SHI WHEATSTONE II, LTD., a Texas Limited Partnership, General Partner, by SCARBOROUGH HOLDINGS INCORPORATED, a Texas corporation, General Partner, Harris County, Texas, hereinafter called and referred to collectively as "Declarant".

W I T N E S S E T H :

Handwritten initials and a vertical line.

WHEREAS, Declarant is the owner of real property (the surface estate of which is hereinafter called and referred to as the "Property" or WHEATSTONE VILLAGE) in the Charles Bowman Survey, Abstract No. 142, Harris County, Texas, and which is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant desires to develop the Property into an office, retail, commercial, school, church, medical and residential community, together with any other land which Declarant in its sole discretion may hereafter add thereto, and to provide and adopt a uniform plan of covenants, easements, restrictions, conditions, reservations, charges and liens designed to govern, control and preserve the values and amenities of the Property for the better development, improvement, sale, use and enjoyment of the Property as an office, retail, commercial, school, church, medical and residential community; and

WHEREAS, Declarant desires to provide for the maintenance of certain esplanades, landscape berms and buffers owned as easement rights by Declarant, its successors and assigns, and maintenance of subdivision entrance, as well as entry lighting, signs and markers; green belts; public street lighting and dedicated public streets; and to this end desires to subject the Property, together with such additional lands as may hereafter be made subject hereto, to the covenants, easements, conditions, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and all additions thereto, and each owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association (hereinafter defined) to which shall be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated the WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a non-profit organization created under the laws of the State of Texas, and has established the By-Laws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following plan of development, easements, restrictions, reservations, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon said Property and shall run with the Property and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each owner of any part of the Property.

ARTICLE I.

DEFINITIONS

Section 1. Wherever used in this Declaration, the following terms shall have the following meanings:

"ARC" - shall mean and refer to the Architectural Review Committee for WHEATSTONE VILLAGE.

"ASSOCIATION" - shall mean and refer to WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

"BOARD" - shall mean and refer to the Board of Directors of the Association.

"BUILDING HEIGHT" - shall mean and refer to the distance from the highest finished grade to the top of the roof or parapet wall, whichever is the higher.

"DECLARANT" - shall mean and refer to WHEATSTONE VILLAGES I, LTD., a Texas Limited Partnership, and WHEATSTONE VILLAGES II, LTD., a Texas Limited Partnership, the declarants herein, their respective successors and

assigns (i) if such successors or assigns should acquire more than one (1) Tract from the declarants above mentioned, and (ii) if such successors or assigns are designated in writing by such declarants, as a successor or assign of all or part of the rights of such declarants.

"GREEN BELT AREA" - shall mean and refer to green belt areas and landscape reserves which are designated as Green Belt Areas in the Master Plan, and established for the purpose of providing open space for aesthetic and recreational uses, and containing facilities in keeping with such purpose as well as utility lines and facilities.

"LANDSCAPE" - shall mean and refer to the planting of trees, shrubs and small scale foliage or the laying of turf over open space areas.

"MASTER PLAN" - shall mean and refer to the master plan or plat of the Property designated by Declarant (and as may be amended from time to time by Declarant) showing the entry lighting, signs and markers, green belts, public street lighting, dedicated public streets and other common amenities of the Property.

"OPEN SPACE" - shall mean and refer to an unpaved area not used for vehicular access or parking.

"OWNER" - shall mean and refer to the legal title holder of record, whether one or more persons or entities, of any portion of the Property, including owners who have contracted to sell any Tract and any person or entity holding legal title as trustee, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" as used in these Restrictions is further defined to include and refer to the heirs, executors, personal representatives, administrators, devisees and assigns of any Owner, and all other persons, firms or corporations acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner.

"PROPERTY" or "PROPERTIES" - shall mean and refer to WHEATSTONE VILLAGE and such additional lands as may hereafter be made subject to this Declaration pursuant to Section 10 of Article VIII hereof.

"RELATED SERVICES" - shall mean the services and facilities devoted to the improvement and maintenance of the Green Belt Area, and for services and facilities devoted to this purpose and related to the use and enjoyment of

the Green Belt Area, including, but not limited to, the installation and implementation of security and alarm systems, providing patrol and watchman services, contracting for the security of the Property and improvements thereon, public street lighting, entrance lighting, public street sweeping, and public street maintenance within the Property, maintenance of subdivision entry, lighting, signs and markers, green belts, esplanades and landscape reserves within the Property and the enforcement of restrictions upon the use of the Property.

"RESIDENTIAL TRACT" - shall mean and refer to any Tract established for the purpose of constructing a residential structure, including, but not limited to, detached homes, condominium units, townhouses, apartment and cooperative units, patio or zero lot line homes.

"RESTRICTIONS" - shall mean and refer to those certain covenants, conditions, reservations and restrictions hereinafter set forth.

"TRACT" - shall mean and refer to each parcel of land, or any portion thereof, located within the Property, or of those lands annexed thereto, and established for the purpose of constructing an office, retail, commercial, school, church, medical or residential structure.

ARTICLE II.

GREEN BELT AREA

Section 1. The Association. The Association is hereby granted an easement and right-of-way in and to the Green Belt Area for the purposes stated in the definition of Green Belt Area set forth hereinabove, subject to the provisions of these Restrictions. The Declarant shall have the right to execute such further instruments and documents on behalf of all of the Owners (including specific easement instruments containing metes and bounds descriptions of the Green Belt Area) for the purposes of effectuating the intents and purposes of this Section 1 of Article II. In that connection, the Declarant is hereby irrevocably appointed each of the Owners' attorney-in-fact for the purpose of executing on behalf of each such Owner any such instrument or document. The appointment of the Declarant as attorney-in-fact shall be deemed a power coupled with the interest and shall survive the death, incompetency or legal disability of each such Owner.

Section 2. Owners Easements of Enjoyment. Each and every Owner shall have and is hereby expressly granted a perpetual and non-exclusive right and easement of use and enjoyment, for the purposes stated herein, in and to the Green Belt Area which right shall be appurtenant to and shall pass with the title to every Tract, or a

part thereof, subject to the following provisions:

- a) The right of the Association to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Green Belt Area or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each Owner;
- (b) No Owner shall plant, place, fix, install or construct or remove any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property nor interfere with the free flow of pedestrian traffic on the Green Belt Area or any part thereof without the written consent of the Association first obtained. The Association may, without liability to the Owner or Owners, remove anything placed on the Green Belt Area in violation of the provisions of this sub-section and recover the cost of such removal from the Owners responsible. Every Owner and occupant agrees, by the purchase or occupation of any Tract or a part thereof, to pay such cost immediately upon receipt of an invoice therefor;
- (c) The right, but not the obligation of the Declarant to construct private streets, trails, drainage structures, landscape areas, recreation facilities and other improvements within the Green Belt Area;
- (d) The right of the Association to dedicate or transfer all or any part of its easement rights to the Green Belt Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3's) of the votes as hereinafter set forth has been recorded, agreeing to such dedication, transfer, purpose or condition; and
- (e) The right of the Association to suspend the voting rights and the right to usage of the Green Belt Area by an Owner for any period during which any assessment against his land remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 3. Delegation of Use. Any Owner or occupant may delegate his right to use and enjoyment of the Green Belt Area and facilities to any member of his family, and his guests, invitees, tenants, contract purchasers, customers or clients.

ARTICLE III.

WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

Section 1. Membership. The Association shall have no members.

Section 2. Voting Rights. Each Owner (including Declarant) shall have one (1) vote for each One Thousand (1,000) square feet of land area owned. In the case of fractional votes, the vote shall be rounded off to the nearest whole number. When more than one Owner holds an interest in any land, all such persons or entities shall determine among themselves how the vote for such land shall be exercised, but in no event shall more votes be cast than the number that are attributable to such land. Any Owner who is delinquent in the payment of any assessment as hereinafter set forth shall not be entitled to vote during any period in which any such fees or assessments are delinquent.

Section 3. Management by Association. The affairs of WHEATSTONE VILLAGE shall be administered by the Association. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring and operation of the Green Belt Area as herein provided for or as provided for in the By-Laws. Without limiting the generality of the foregoing, the Association acting through the Board shall be entitled to enter into such contracts and agreements concerning the Green Belt Area and Related Services as the Association deems reasonably necessary or appropriate to maintain and operate the Property as a viable mixed use development, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby landowners or associations or entities representing such landowners on matters of maintenance, trash pick-up, transportation, administration, security, lighting, traffic and other Related Services. In that connection, the Association shall have the right to contract with other landowners or associations or entities representing such landowners regarding (a) granting of green belt easements over portions of such adjoining or nearby land in favor of the Association, (b) granting the Association jurisdiction over the maintenance and operation of such green belt easements, (c) granting the ARC control over the construction of improvements within such adjoining or nearby land, and (d) similar matters.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and tenants of the Properties and in particular for the Related Services.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Tract, or any part thereof, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1985, the maximum annual assessment shall be fourteen (14) mills per square foot of land area located in each of the Tracts located within the Property.

From and after January 1, 1985, the annual assessment may be increased as follows:

The Board may determine and certify that the then current annual assessment is not sufficient to meet reasonable expenses of the Association and, at a meeting called for such purpose by majority vote of all Directors present in person, may vote to increase the annual assessment by an amount not to exceed twenty (20%) percent of the previous annual assessment. An increase of the annual assessment by an amount exceeding twenty (20%) percent of the previous annual assessment, shall require the consent of two-thirds (2/3's) of the votes of all Owners who are voting in person or by proxy at a meeting duly called for this purpose. The annual assessment shall not be increased more than once in any calendar year and any increases shall not take effect retroactively.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any addition, construction (other than the cost of installation of the initial capital improvements), or reconstruction, repair or replacement of a capital improvement in the Green Belt Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3's) of the votes of all Owners who are voting in person or by proxy at a meeting duly called for this purpose. The per square foot rate of special assessments shall be applied equally to all Tracts subject to this Declaration, irrespective of tract location.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 hereof shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such called

meeting, the presence of Owners or of proxies entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all Owners, including Declarant, on the first day of the month following the date of the first conveyance by Declarant to an Owner. EST. 1986

The first annual assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the day fixed for commencement as prescribed above. The assessments for any year, after the first year, shall become due and payable in advance on the first day of January. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Effect of Non-Payment of Assessments - The Personal Obligation of the Owner; The Lien; Remedies of Association. If assessments are not paid on the date when due and payable as specified in Section 6 hereof, then such assessment shall be delinquent and shall, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, become a continuing lien on the Tract as well as the personal obligation of the then Owner. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate permitted by Texas law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Tract. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of or abandonment of his Tract.

Section 8. Liens to Secure Assessments - Subordination of Lien to Mortgages. The annual assessments, and the special assessments, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and shall exist upon and against each Tract and all improvements thereon, for the benefit of the Association and shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments, levied by County and State Governments or any political subdivision or special district thereof and (b) all liens, including but not

limited to, vendor's liens, deeds of trust, mortgages and other security instruments which secure any loan for any part of the purchase price or cost of construction of the Tract and/or improvements placed thereon filed for record prior to the date when such charges or assessments become due and payable. No foreclosure shall free any Tract from the liens securing assessments thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed be extinguished by any foreclosure.

ARTICLE V.

GENERAL USE RESTRICTION

Section 1. ARC Approval Required. No buildings, additions or improvements shall be erected or placed on any Tract until the construction plans and specifications including, but not limited to, curb cuts, site layout, building location, building materials, colors, elevations, signs, landscaping, internal drainage, off-street vehicular parking, vehicular access and flow, exterior illumination, and underground utilities have been submitted to and approved in writing by the ARC or its assignee as hereinafter provided. In the event ARC fails to approve or disapprove such plans and specifications within forty-five (45) days after the receipt thereof, they shall be deemed to be approved and the related covenants set out herein shall be deemed to have been fully satisfied. If the ARC disapproves plans and specifications submitted by Owner and the ARC and Owner are not able to resolve their differences within forty-five (45) days thereafter, then following Owner's written request therefore, Declarant may at Declarant's option repurchase the Tract from Owner, for the original purchase price in cash upon request of Owner, and Owner shall thereupon reconvey the land to Declarant by special warranty deed free and clear of all liens and encumbrances other than those to which this Declaration is subject. The failure of Declarant to exercise said repurchase option shall in no way impair or alter the obligations of Owner as set forth in this Declaration. The ARC or its assignee, at its sole discretion, is hereby permitted to approve deviations in the general use restrictions set forth in Article V in instances where, in its judgment, such deviation will result in a more common beneficial use and enhance the overall development plan for the Properties. Such approvals must be granted in writing and when given, will become a part of these Restrictions.

Section 2. Use Restrictions. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. In addition, no activity or use

shall be permitted on or with respect to any part of the Properties which is obnoxious to or out of harmony with the development of a distinctive office, retail, commercial, school, church, medical and residential subdivision, including, but not limited to any trailer court, junk yard, scrap metal yard or waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire or bankruptcy sale or auction house operation, or for any purpose or use in violation of the laws of the United States or of the State of Texas. All uses must be approved in writing by the ARC prior to commencement of construction of any improvements on the Tract.

Section 3. Open Space. Building and parking area coverage for Retail Tracts shall allow for minimum open space areas in accordance with the following table unless otherwise approved in writing by ARC:

<u>Site Size</u>	<u>Open Space</u>
Less than 1 Acre	20%
1 to 5 Acres	15%
Greater than 5 Acres	10%

Office, Commercial, School, Church, Medical and Residential Land Use Tracts shall require a minimum of twenty (20) percent open space, unless otherwise approved in writing by the ARC.

Open space areas must be landscaped by the Owner, provided, however, that the Association shall be responsible for maintaining all easement areas held by it. Designed landscape easements within Tract boundaries may be included in open space calculations.

Section 4. Setbacks. Minimum building and parking setbacks shall be as follows (measured from property line):

	<u>Building</u>	<u>Parking</u>
Public Streets	25'	15'
Green Belt Area	10'	10'
Side Lot Line	15'	10'
Rear Lot Line	10'	5'

The ARC reserves the right during its review of construction plans to relax setback requirements on the Tracts where necessary or desirable to accomplish a more effective and compatible land utilization.

Section 5. Building Height. Retail buildings shall be limited to a maximum two (2) stories in height. Residential building height shall be limited to three (3) stories, unless otherwise approved in writing by the ARC.

Section 6. Parking Requirements. Adequate automobile parking spaces including spaces for employee and customer/visitor parking, shall be provided on-site and all

parking areas shall be internally drained, curbed, and paved. No parking shall be permitted in any of the streets of the Property, nor on any of the Green Belt Areas. No parking shall be permitted in front of any building located on a Residential Tract unless properly screened from public view in a manner approved in writing by the ARC. Employee parking shall be located on the rear two-thirds (2/3) of the Tract. Minimum parking requirements/spaces shall be in accordance with the following table:

<u>Commercial</u>	-	1 space per 1,000 square feet of gross leasable area.
<u>Retail</u>	-	5.5 spaces per 1,000 square feet of gross leasable area.
<u>Office</u>	-	4 spaces per 1,000 square feet of net leasable area.
<u>Residential</u>	-	1.25 spaces/unit - Efficiency 1.33 spaces/unit - 1 Bedroom 1.66 spaces/unit - 2 Bedroom 2.0 spaces/unit - 3+ Bedroom
<u>Other</u>	-	As approved in writing by the ARC.

The ARC reserves the right during its review of construction plans to relax parking requirements on the Tracts where necessary or desirable to accomplish a more effective and compatible land unitization.

Section 7. Loading/Unloading. Delivery vehicle loading and unloading shall occur on site only; on street delivery vehicle loading and unloading is not permitted. Loading/unloading facilities shall be separated from employee, customer and visitor circulation and parking areas and shall be screened from public view in a manner approved in writing by the ARC prior to construction. Loading docks must be located a minimum of fifty (50') feet from any street right-of-way line.

Section 8. Outside Storage or Operations. No outside storage or operations of any kind shall be permitted unless such activity is visually screened from public view in a manner which is architecturally compatible and approved in writing by the ARC. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs off truck, boat rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semipermanently on any Tract unless properly screened from public view in a manner approved in writing by the ARC. All retail sales equipment shall be displayed only in the interior of a building. Water towers, cooling towers, communication towers, storage tanks, and other structures or equipment shall be architecturally compatible or effectively shielded from public view. All utility/service system components and trash pickup stations shall be integrated with the building or screened by a fence or wall of compatible materials and shall not be visible above such screening. All such screening shall be accomplished by either

(1) a screen fence at least six (6) feet in height or (2) screen landscape planting at least six (6) feet in height, any such fence or screen landscape planting shall be located on the rear two-thirds (2/3) of the Tract, and shall be no closer than fifty (50') feet from any side street right-of-way line, unless otherwise approved in writing by the ARC.

Section 9. Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of a parapet wall. Ground-mounted equipment such as power transformers and air conditioning equipment shall be screened from public view by fencing or landscaping, all of which must be approved by the ARC.

Section 10. Grading and Drainage. Surface drainage shall be collected onsite and connected to underground storm drain structures. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project. Grading of the site shall be done without damaging existing trees in proposed open areas as defined in Article V, Section 3.

Section 11. Underground Utilities. No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained (outside of any building) above the surface of the ground within any Tract, unless otherwise approved in writing by the ARC.

Section 12. Easements. Easements over the Properties for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines, drainage facilities and streets, are hereby reserved by Declarant, its successors and assigns, together with the right to grant and transfer same. Easements for installation and maintenance of such utilities and streets are reserved as shown on the Master Plan, and as may be provided for in the deeds of conveyance to particular Tracts or by separate instruments. No structure shall be erected on any of said easements, and no improvement may be placed within said easements without the prior written approval of the ARC and any utility company using such easements. Utility easements may be crossed by driveways and walkways provided the Owner secures the necessary prior approval of the utility companies furnishing services, and provides and installs any special conduit and other equipment of approved type and size, under such driveways and walkways prior to construction thereof. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or contractors to shrubbery, trees, flowers or other improvements

(except the aforementioned special conduit and other equipment, if any) located on the land covered by said easements.

Section 13. Landscaping. All sites shall be landscaped by Owners in accordance with plans submitted to and approved by the ARC, and shall conform to the Master Plan devised by Declarant. Primary emphasis should be placed on preservation of the existing natural forested environment. All plant material shall be installed within ninety (90) days following the initial occupancy of a building. This period may be extended by the ARC in the event of delays caused by adverse weather conditions or other causes beyond the Owner's reasonable control.

Section 14. Exterior Illumination. Exterior illumination shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or Tracts. All ground level floodlighting fixtures shall be depressed or screened from public view. Parking area lighting unit, arcade lighting and other illumination of a "Pedestrian Scale" shall be in a style in accordance with ARC guidelines.

Section 15. Signing. All signs and their locations must be approved by the ARC in writing prior to installation. No sign of a flashing or moving character shall be installed and no sign shall project above the roofline of a building unless approved in writing by the ARC. Any sign installed without ARC approval may be removed by the ARC, without liability for trespass or other legal wrong in the ARC. No portable signs shall be permitted on the Property without the prior written approval of the ARC.

Section 16. Temporary Structures. No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Tract without the prior written approval of the ARC. All temporary structures used for construction purposes must receive approval by the ARC with regard to location and appearance, and must be removed promptly upon completion of construction.

Section 17. Tract Consolidation. If the Owner of any Tract becomes the Owner of one or more contiguous and adjoining Tracts, side yard line building and parking setbacks common to the contiguous Tracts may be waived by the ARC at its discretion. The minimum width of any Tract shall be thirty-five (35') feet, unless otherwise approved in writing by the ARC.

Section 18. Stairways. No stairways on any Residential Tract shall be exposed to public view from any major thoroughfare.

Section 19. Building Materials. With the exception of buildings located on Residential Tracts, the exterior walls of all buildings which may be erected, placed or maintained on the Property facing any street, shall be face brick or concrete with exposed aggregate. The side exterior walls and the rear exterior walls shall be face brick, common brick, or painted concrete block. No building shall be covered with sheet or corrugated aluminum, asbestos, iron, steel, or any similar material. The exterior walls of any buildings which may be erected, placed or maintained on Residential Tracts shall be at least forty (40%) per cent brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, or glass, unless otherwise approved in writing by the ARC.

ARTICLE VI.
MAINTENANCE

The Owner and lessee of any Tract shall have the duty of and responsibility for keeping the premises (except the Green Belt Area), buildings, improvements, appurtenances and landscaping in a well maintained, safe, clean and attractive condition at all times. If, in the opinion of the Association, any such Owner or lessee is failing in this duty and responsibility, then the Association may elect to give notice of such fact to such Owner or lessee, who shall within ten (10) days of such notice undertake the care and maintenance required to restore said Owner's or lessee's Tract to a safe, clean and attractive condition. Should any Owner or lessee fail to fulfill this duty and responsibility after such notice, the Association shall have the right and power to perform such care and maintenance, and the Owner or lessee shall be liable for the cost thereof. If such Owner or lessee shall fail to reimburse the entity performing the work, the amount of such charge shall constitute a lien upon the Tract enforceable as any other mortgage lien, but subordinate to any mortgage lien and any lien securing the construction loan to the Owner or lessee.

ARTICLE VII.
ARCHITECTURAL REVIEW COMMITTEE

The ARC shall be composed of three or more individuals designated by Declarant, its successors or assigns. Declarant retains the right to remove any member or members, and to appoint new members to the ARC in the event of removal, death, incapacity or resignation of any member of ARC. Declarant may assign its right to appoint the ARC to the members of the Board of Directors of the WHEATSTONE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., or its successors or assigns, but shall not be under any obligation to do so.

ARTICLE VIII.GENERAL PROVISIONS

Section 1. Duration. These Restrictions shall remain in full force and effect until the expiration of twenty (20) years from the date these Restrictions are filed for record in the County records, and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of ten (10) years each, unless modified or terminated in the manner set forth in Article VIII, Section 2, hereof.

Section 2. Modification or Termination. At any time after the expiration of twenty (20) years from the date these Restrictions are filed in the County records, these Restrictions may be modified in any particular or terminated in their entirety by the recording in the Deed Records of Harris County, Texas, of an instrument amending or revoking these Restrictions, signed by Owners representing 2/3's of the total votes possible, calculated as set forth in Article III, Section 2.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Violation of Restrictions. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Attorneys' fees, court costs and other costs incurred by such enforcement shall be the personal obligation of the Owner violating or intending to violate these Restrictions. Such enforcement may be by the Owner of any Tract or by Declarant or its successors or assigns, or by the Association. The failure of any person entitled to enforce any of these Restrictions to enforce the same shall in no event be deemed a waiver of the right to enforce these Restrictions thereafter.

Section 5. Validity of Declaration. Invalidation of one or more of the covenants, conditions, reservations, or restrictions herein contained by judgment or court order or otherwise, shall in nowise affect any other of the covenants, conditions, reservations or restrictions which shall continue and remain in full force and effect.

Section 6. Good Faith Lenders Clause. Any violation of these restrictions shall not affect any lien or deed of trust of record held in good faith, upon any

Tract or any part thereof, which liens may be enforced in due course, subject to the covenants, conditions, reservations, and restrictions contained herein.

Section 7. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties and its assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the assets, rights and obligations of another association may be added to the Properties and to the assets, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the Restrictions together with any Declaration of Covenants, Conditions and Restrictions governing any other properties, under one administration. No such merger or consolidation shall effect any revocation, change or addition to these Restrictions.

Section 8. Conflict With Deeds of Conveyance. If any part of these Restrictions shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Properties, the covenants, conditions or restrictions within the prior deed of conveyance shall control to the extent of such conflict.

Section 9. Reservation of Minerals. There is hereby excepted from the Properties, and Declarant reserves unto itself and its successors, assigns, and predecessors in title in accordance with its respective interests of record all oil, gas, coal, lignite, and other minerals (whether similar or dissimilar, valuable or invaluable) or mineral rights in, on and under the Properties, but Declarant hereby releases and relinquishes its right to use the surface of the Properties for exploring, drilling for, producing and mining such minerals, reserving, however, the right to drill under and through the subsurface of the land below the depth of one hundred feet (100') by means of wells located on the surface of the land outside the boundaries of the Properties, and the right to pool and combine the Properties with other land for the purpose of exploring, drilling for, producing and mining such minerals. The above shall inure to the benefit of Declarant, its successors and assigns.

Section 10. Annexation. Additional land may be annexed to the Property from time to time by the Declarant, its successors or assigns, without the consent of any other Owner or its Mortgagee, if any, within ten (10) years of the date of recording of this instrument. The annexation or addition may be accomplished by the execution and filing for record by the owner of the property being added or annexed of an instrument which may be called "Articles of Annexation", whereupon the property

being added or annexed shall be submitted to the jurisdiction of the Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development. After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common maintenance fund for the Property. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex additional property to this development.

Section 11. Special Modification and Amendment. Declarant shall have the right, and shall be obligated, to make such modifications and amendments to these Restrictions and the Articles of Incorporation and By-Laws of the Association without the necessity of joinder by any Owner, any mortgagee or any other party whatsoever to the extent required or requested by the Federal Housing Authority, the Veterans Administration or any other governmental or quasi-governmental agency or entity which guaranties or purchases single-family residential mortgages as a condition for obtaining any of their approval of the Restrictions, such Articles of Incorporation or such By-Laws. In that connection, the Declarant is hereby appointed the attorney-in-fact for each of the Owners, the mortgagees and all other parties who have an interest in the Property for the purpose of executing and delivering on behalf of each of them any such modification or amendment. The appointment of the Declarant as attorney-in-fact shall be deemed a power coupled with an interest and shall survive the death, incompetency or legal disability of all such parties. If the provisions of this Section 11 conflict with any other provision of the Restrictions (including the provisions of Section 2 of Article VIII hereof), then the provisions of this Section 11 shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of July, 1984.

ATTEST:

BY: [Signature]
Secretary

WHEATSTONE VILLAGES I, LTD., a Texas Limited Partnership
BY: SCARBOROUGH HOLDINGS INCORPORATED, a Texas Corporation, General Partner
BY: [Signature]
WALTER W. SCARBOROUGH President

ATTEST:

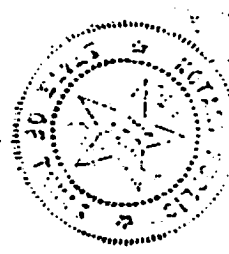
BY: [Signature]
Secretary

WHEATSTONE VILLAGES II, LTD., a Texas Limited Partnership
BY: SHI WHEATSTONE II, LTD., a Texas Limited Partnership, General Partner
BY: SCARBOROUGH HOLDINGS INCORPORATED, a Texas Corporation, General Partner of SHI WHEATSTONE II, LTD.
BY: [Signature]
WALTER W. SCARBOROUGH President

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared Walter D. Scarborough, President of SCARBOROUGH HOLDINGS INCORPORATED, a Texas corporation and General Partner of WHEATSTONE VILLAGES I, LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of July, A. D., 1984.



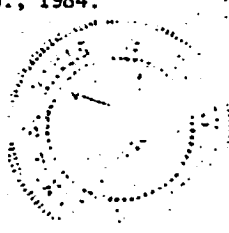
Connie M. Williams
Notary Public - State of Texas

CONNIE M. WILLIAMS
Notary Public State of Texas
My Commission Expires December 17, 1985
Bonded by L. Alexander Lovell, Lovell Surety Corp.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared Walter D. Scarborough, President of SCARBOROUGH HOLDINGS INCORPORATED, a Texas corporation and General Partner of SHI WHEATSTONE II, LTD, a Texas Limited Partnership and General Partner of WHEATSTONE VILLAGES II, LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of July, A. D., 1984.



Connie M. Williams
Notary Public - State of Texas

CONNIE M. WILLIAMS
Notary Public State of Texas
My Commission Expires December 17, 1985
Bonded by L. Alexander Lovell, Lovell Surety Corp.

CONSENT OF LIEN HOLDERS

GIBRALTAR SAVINGS ASSOCIATION and BRAZOSBANC SAVINGS ASSOCIATION OF TEXAS, lien holders, join in the execution hereof for the purpose of subordinating all the liens held by them against the Properties unto these presents, and do hereby consent and agree to the imposition of the foregoing reservations, restrictions, covenants and conditions; and GIBRALTAR SAVINGS ASSOCIATION and BRAZOSBANC SAVINGS ASSOCIATION OF TEXAS hereby agree that a foreclosure shall not affect such reservations, restrictions, covenants and conditions.

ATTEST:

BY: [Signature]
Rozie Key Secretary

ATTEST:

BY: [Signature]
Geraldine Royder Asst. Secretary

GIBRALTAR SAVINGS ASSOCIATION

BY: [Signature]
CHARLES R. REKESMAN, JR. Vice-President

BRAZOSBANC SAVINGS ASSOCIATION OF TEXAS
a division of Lamar Savings Association,
Austin, Texas

BY: [Signature]
Elaine Hoyak Vice-President

THE STATE OF TEXAS ↓
COUNTY OF HARRIS ↓

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Rekesman, Jr., Vice-President of GIBRALTAR SAVINGS ASSOCIATION, a Texas savings and loan association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of August, A. D., 1984.



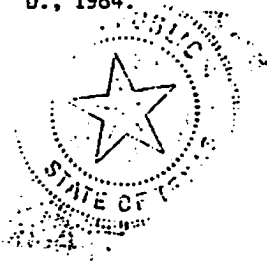
[Signature]
Notary Public - State of Texas
[Signature]
Commission expires 5-18

THE STATE OF TEXAS ↓
COUNTY OF Brazos ↓

091-97-0385

BEFORE ME, the undersigned authority, on this day personally appeared _____
Elaine Hoyak, Vice-President of BRAZOSBANC SAVINGS ASSOCIATION OF
TEXAS, a Texas savings and loan association, known to me to be the person whose name
* a division of Lamar Savings Association, Austin, Texas
is subscribed to the foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, in the capacity
therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of August, A.
D., 1984.



Frances M. Urbanovsky
Notary Public - State of Texas
Frances M. Urbanovsky
My Commission Expires: 04-16-88

FILED
AUG 20 9 56 AM '84
Chick Portman
COUNTY CLERK
HARRIS COUNTY, TEXAS

PLEASE RETURN TO:

Kenneth C. Squires, Esquire
WALSH, SQUIRES & TOMPKINS
4200 Westheimer, Suite 130
Houston, Texas 77027

EXHIBIT "A"

WHEATSTONE VILLAGE

(PHASE ONE)

METES AND BOUNDS DESCRIPTION OF 294.3027 ACRES OF LAND OUT OF A CALLED 800.00 ACRE TRACT (TRACT 2), AS DESCRIBED IN A DEED TO CARMA DEVELOPERS, INC. RECORDED IN HARRIS COUNTY CLERKS FILE NO. F355375, F.C. NO. 179-08-1231 OF THE OFFICIAL PROPERTY RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, IN THE CHARLES BOWMAN SURVEY, A-142, HARRIS COUNTY:

BEGINNING: At a found 1-1/4-inch iron pipe marking the southeast corner of Harris County Municipal Utility District No. 155;

THENCE: S87°43'37"W, 4744.10 feet to a found 5/8-inch iron rod in the east line of Queenston Boulevard, a 100-foot right-of-way;

THENCE: S67°43'37"W, 53.01 feet to a found 5/8-inch iron rod, said rod marking the northwest corner of the 1726.33 acre tract of the Friendswood Development Company, as recorded in C.C. File No. F055445, F.C. No. 161-13-1245, O.P.R.O.R.P. Harris County, Texas;

THENCE: S84°55'08"W, 53.05 feet to a found 5/8-inch iron rod, said rod the southwest corner of the herein described tract of land;

THENCE: N02°00'02"W, a distance of 252.61 feet to a found 5/8-inch iron rod, a point of curvature of a curve to the left having a radius of 1950.00 feet;

THENCE: Following the arc of said curve, subtending a central angle of 13° 30'00", a total arc distance of 459.46 feet to a found 5/8-inch iron rod, the point of tangency of said curve;

THENCE: N15°30'02"W, a distance of 523.46 feet to a found 5/8-inch iron rod, the point of curvature of a curve to the right having a radius of 3633.60 feet;

THENCE: Following the arc of said curve, subtending a central angle of 13° 30'00", a total arc distance of 657.32 feet to a found 5/8-inch iron rod, the point of tangency of said curve;

THENCE: N02°00'02"W, 338.05 feet to a found 5/8-inch iron rod, the point for corner, said rod also being on the south property line of a called 800.00 acre tract (Tract 1), as described in a deed to Carma Developers, Inc., C.C. File No. F355373, F.C. No. 179-08-1214, O.P.R.O.R.P. Harris County, Texas;

THENCE: N88°00'30"E, continuing along south property line of aforesaid Tract 1, a distance of 1767.63 feet to a set 5/8-inch iron rod;

THENCE: N44°31'59"E, 651.93 feet to a point;

THENCE: In a southeasterly direction along a curve to the right having a radius of 2000.00 feet, subtending a central angle of 02°13'39", and arc distance of 77.75 feet, chord length of 77.75 feet bearing S60°29'14"E to the point of tangency;

THENCE: S61°36'04"E, 2551.52 feet to the point of curvature of a curve to the right with a radius of 850.00 feet;

THENCE: Following the arc of said curve, subtending a central angle of 10° 50'13", and arc distance of 160.79 feet to the point of a reverse curve having a radius of 850.00 feet;

THENCE: In a southeasterly direction along the arc of said curve subtending a central angle of 41°26'35", a total arc distance of 617.31 feet to the point of tangency;

THENCE: S02°22'24"E, a distance of 1571.46 feet to the place of BEGINNING of herein described tract and containing 294.3027 acres, more or less.

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

691-97-0397

STATE OF TEXAS }
COUNTY OF HARRIS }

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

AUG 20 1984



Quita Roseberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS

T551308

523-94-1865

02/17/99 200881168 T551308

\$15.00

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WHEATSTONE VILLAGE

Mark

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STATE OF TEXAS §
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COUNTY OF HARRIS §

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Wheatstone Village (the "First Amendment") is made this the 28th day of January, 1999 by the Board of Directors of the Wheatstone Village Property Owners Association, Inc., (hereinafter referred to as the "Board");

WITNESSETH:

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WHEREAS, Wheatstone Villages I, Ltd., a Texas limited partnership and Wheatstone Villages II, Ltd., a Texas limited partnership by Scarborough Holdings Incorporated, a Texas corporation, General Partner, and Wheatstone Villages II, Ltd., a Texas limited partnership, by SHI Wheatstone II, Ltd., a Texas limited partnership, General Partner, by Scarborough Holdings Incorporated, a Texas corporation, General Partner collectively as Declarant, filed that certain Declaration of Covenants, Conditions and Restrictions for Wheatstone Village, (the "Declaration") which is recorded under Clerk's File Number J655941 of the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, pursuant to Article III, Section 3, the affairs of Wheatstone Village shall be administered by the Wheatstone Village Property Owners Association, Inc. acting through its Board; and

WHEREAS, pursuant to Texas Property Code Section 205.004(a) the governing body of a property owners' association may amend the restrictions for the limited purpose of complying with United States Department of Housing and Urban Development or United States Department of Veterans Affairs requirements for subdivision property to qualify for insured or guaranteed mortgage loans; and

WHEREAS, pursuant to Texas Property Code Section 205.004(b) an amendment adopted under the authority of said section must (1) indicate that the amendment is adopted under authority of this section by specifically referencing the section, (2) be signed by a majority of the governing body, and (3) be filed in the real property records of the county in which the subdivision is located; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this First Amendment; and

NOW THEREFORE, reference is hereby specifically made to Texas Property Code Section 205.004(b) and further that this amendment is adopted and signed by a majority of the

Board of Directors of Wheatstone Village Property Owners Association, Inc. for the limited purpose of complying with United States Department of Housing and Urban Development or United States Department of Veterans Affairs requirements for subdivision property to qualify for insured or guaranteed mortgage loans, and will take effect upon the filing of same in the Official Public Records of Real Property of Harris County, Texas; and

The following amendments are hereby made to the Declaration for the limited purpose set out above:

- (1) ARTICLE II Section 2. "Owners Easements of Enjoyment. Shall be amended by adding the following sentence as subparagraph (f) at the end of Section 2:

(f) Absolute liability shall not be imposed on Tract Owners for damage to Green Belt Area or Tracts in Wheatstone Village.

- (2) ARTICLE II "Green Belt Area" shall be amended by adding the following Section:

Section 4. Conveyance of Green Belt Area. No portion of the Green Belt Area can be mortgaged or conveyed without the consent of the owners representing at least two-thirds (2/3) of the Tracts. The Green Belt Area has been conveyed to the Association free and clear of all encumbrances before the Department of Housing and Urban Development insured the first mortgage in Wheatstone Village.

- (3) ARTICLE III, Section 1. "Membership" which reads as follows shall be deleted in its entirety:

The Association shall have no members.

and shall be replaced with the following:

Section 1. Membership. Every person or entity who is a record owner of any Tract within the property subject to this Declaration, is entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Tract.

- (4) ARTICLE III, Section 2. "Voting Rights" the first sentence of which reads as follows shall be deleted in its entirety:

Each Owner (including Declarant) shall have one (1) vote for each One Thousand (1,000) square feet of land area owned.

And shall be replaced with the following:

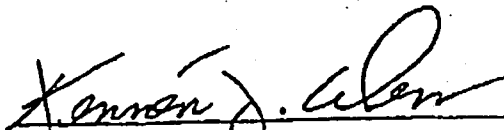
Each Owner (including Declarant) shall have one (1) vote for each Ten Thousand (10,000) square feet of land area rounded to the nearest 10,000. In no case shall a Member have less than one vote.

523-94-1867

- (5) ARTICLE IV. Section 8. "Liens to Secure Assessments-Subordination of Lien to Mortgages." shall be amended by adding the following two sentences at the end of Section 8:

Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under an insured mortgage.

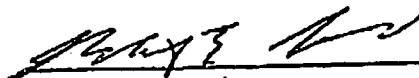
IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Wheatstone Village is executed as of the 28th day of January, 1999. There are three members of the Board of Directors and the signatures of any two members will be sufficient to approve this First Amendment. This First Amendment will be effective only upon its recordation in the Real Property Records of Harris County, Texas.



 KEN WEST, Director



 DONALD LANNING, Director

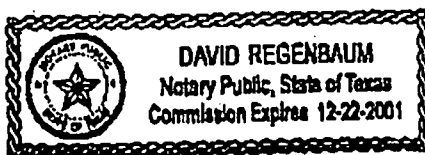



 BOB LUCAS, Director

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared KEN WEST, a Director of Wheatstone Village Property Owners Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of JANUARY 1999.





 Notary Public-State of Texas

523-94-1868

STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared DONALD LANNING, a Director of Wheatstone Village Property Owners Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of JANUARY 1999.



[Signature]
Notary Public-State of Texas

STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared BOB LUCAS, a Director of Wheatstone Village Property Owners Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of JANUARY 1999.



[Signature]
Notary Public-State of Texas

After Recording Return To:
Marc D. Markel
Roberts, Markel & Folger, L.L.P.
24 Greenway Plaza, Suite 2000
Houston, Texas 77046

It is hereby certified that the above instrument was filed in the Official Public Records of Real Property of Harris County, Texas.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MORTGAGE, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY 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 FULLY RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

FEB 17 1999



[Signature]
COUNTY CLERK
HARRIS COUNTY TEXAS

[Signature]
COUNTY CLERK
HARRIS COUNTY TEXAS

99 FEB 17 PM 3:58

FILED