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EXHIBIT "A"55

EXHIBIT "B"56

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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GLEANNLOCH FARMS

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Restn

STATE OF TEXAS
COUNTY OF HARRIS

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THIS DECLARATION is made on the date hereinafter set forth by Champions Glen, L.P., a Delaware limited partnership ;

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Harris County, Texas known as GLEANNLOCH FARMS, SECTION ONE: THE RIDGE, a subdivision containing 146 lots, 42.2344 acres, in 2 Blocks and 4 Reserves located in the Ezekiel Ballard Survey, A-158, according to the map or plat thereof, filed on November 19, 1997, under Clerk's File No. S738797, of the Real Property Records of Harris County, Texas (the "Property"); and

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WHEREAS, Declarant desires to develop the Property as a residential and commercial subdivision, together with any other land which Declarant at its sole discretion may hereinafter add thereto, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control and preserve the values and amenities of the Property for the development, improvement, sale, use and enjoyment of the Property as a residential and commercial subdivision; and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereinafter be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property, 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 subdivision, to create an Association (hereinafter defined) to which shall be delegated and assigned the power of administering and enforcing these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be incorporated the Gleannloch Farms Community Association, Inc., a non-profit corporation created under the laws of the State of Texas, whose directors have established By-Laws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid and any other duties as set out in the By-Laws and/or other dedicatory instruments.

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, 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 anytime hereinafter, 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 OF TERMS.

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and the term is then not capitalized):

- A. "ARC" means the Architectural Review Committee established for the Property as set forth in Article VIII, Section A.

- B. "Annual Assessment" means the assessment levied against all Lots for the purposes set out in Article XIII, Section B.
- C. "Architectural Guidelines" means a publication of the ARC that sets forth various standards relating to construction and interpretations, which publication may be amended by the ARC without notice to owners.
- D. "Association" means the GLEANNLOCH FARMS COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns, which has jurisdiction over all properties located within the land encumbered under this Declaration, as set out in Exhibit "A" attached hereto, which Exhibit "A" may be amended from time to time as additional property is annexed into Gleannloch Farms as allowed under this Declaration.
- E. "Board" means the duly elected or appointed Board of Directors of the Association.
- F. "Builder" means an individual or entity that purchases multiple Lots from the Declarant for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers and is so designated by Declarant. "Builder" shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demotion or destruction, either partial or complete. Builder shall not mean an individual or entity constructing a Dwelling for its own use.
- G. "Building/Residential Design Guidelines" if any, means general guidelines as to construction types and aesthetics as set by the ARC, which may be changed without notice to the Owner, by the ARC.
- H. "By-Laws" means the By-Laws of the Gleannloch Farms Property Owners' Association, as they may be amended from time to time.

- I. "Common Area" means all real property owned in fee or held in easement by the Association for the common use and enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.
- J. "Declarant" means Champions Glen, L.P., its successors and assigns, as evidenced by a written, recorded instrument.
- K. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Gleannloch Farms .
- L. "Dwelling" means a structure or structures intended for residential use.
- M. "Eligible Property" means all of the property eligible to become subject to this Declaration, as more particularly described on the attached Exhibit "B" which Exhibit "B" may be amended from time to time as additional property is made eligible for annexation into Gleannloch Farms as allowed under this Declaration.
- N. "Gleannloch Farms" and/or "Gleannloch Farms Subdivision" means Gleannloch Farms Subdivision, located in Houston, Harris County, Texas. Gleannloch Farms is more particularly described as the land set forth in Exhibit "A" hereto, which may be amended as additional land is annexed into the subdivision.
- O. "Homesite" means one or more Lots upon which a single family Dwelling may be erected subject to this Declaration.
- P. "Limited Common Areas" means Common Areas that are restricted for use by less than all Members of Gleannloch Farms.
- Q. "Lot" means a parcel of Property platted or replatted as one lot in the Map Records of Harris County, Texas, and encumbered by this Declaration. Homesites may be comprised of more

than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There shall be an assessment due for each lot owned.

- R. "Master Plan" shall mean and refer to the land use plan for the development of Gleannloch Farms, if any, prepared by or at the request of Declarant, as it may be amended by Declarant in its sole and absolute discretion, from time to time, which plan includes the property described on Exhibit "A." Said Master Plan may include all, none, or a portion of the property described on Exhibit "B" or such other property which Declarant may, without the obligation to do so, from time to time subject to this Declaration by a subsequently recorded written document. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar its later annexation in accordance with this Declaration. Additionally, any use indicated on the Master Plan is tentative and subject to change by the Declarant without notice to the Owners.
- S. "Member" means an Owner, as defined in this article, pursuant to this Declaration.
- T. "Neighborhood" means a residential area as designated by the Declarant and may be comprised of one or more housing types in which owners have certain common interests other than those common to all Members.
- U. "Neighborhood Assessment" means an assessment that may be levied under Article XIII, Section E against all Lots in a Neighborhood.
- V. "Neighborhood Committee" means those individuals elected pursuant to Article V, Section D(2) to represent the interests of the Neighborhood as set forth in this Declaration and the By-Laws of the Association.
- W. "Neighborhood Representative" means the senior officer or appointed representative of the Neighborhood Committee who shall be responsible for casting all votes attributable to the Lots

in the Neighborhood on all matters requiring a vote of the Membership, unless otherwise specifically provided in this Declaration or the By-Laws.

- X. "Owner" means an owner of any portion of the Property. Any person or entity obtaining title to an Owner's property subject to this Declaration shall also be deemed an Owner. Persons or entities owning property annexed into the Association shall also be deemed Owners. Persons or entities holding title only as a lienholder shall not be an Owner for purposes of this Declaration.
- Y. "Property" means all of the property subject to this Declaration, as more properly described on the attached Exhibit "A", which Exhibit "A" may be amended from time to time as additional property is annexed into Gleannloch Farms as allowed under this Declaration.
- Z. "Recreational Sites" means Common Area Property that is set aside for use as recreational facilities, reserves, or green space and is encumbered by this Declaration, a recorded plat, or both.
- AA. "Residential Lots" shall refer to Lots that may only be developed for single family Dwellings.
- BB. "Special Assessment" means an assessment levied under Article XIII, Section D for a specific purpose.
- CC. "Tract" means a parcel of land to be developed for any purpose other than Residential Lots single family residential use.

ARTICLE II. PURPOSE AND INTENT.

Gleannloch Farms as initially planned, is intended to be a mixed-use development that is planned to feature residential, commercial and recreational uses. The Declarant may develop multi-family and/or commercial projects in or around Gleannloch Farms which may or may not be subject to this Declaration. Each Owner acknowledges by purchasing land within Gleannloch Farms that there may exist commercial and/or multi-family projects in, and/or around, Gleannloch Farms. The multi-family and/or commercial projects may or may not be members of Gleannloch Farms.

This Declaration shall serve as the means by which design, development, construction, and maintenance of the Property and Eligible Property anticipated to be a part of Gleannloch Farms will be developed. The Master Plan of the Declarant for Gleannloch Farms shall be subject to change in the sole and absolute discretion of the Declarant.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS.**A. Exhibit "A" and Exhibit "B"**

Exhibit "A" contains the Property that is initially encumbered by this Declaration and is therefore a part of Gleannloch Farms. Owners of Property contained on Exhibit "A" are Members of the Association and have executed this Declaration.

Exhibit "B" contains Eligible Property eligible to become annexed into Gleannloch Farms Subdivision. The annexation shall occur by the consent of the owner of the property to be annexed and the Declarant, or the Association if the Declarant's Class B membership has ceased to exist or the thirty-five (35) year term set out below has expired. In all cases, the annexation shall be evidenced by a written recorded document.

B. Annexation of Additional Property

Without the joinder of any other Owners or Members, the Declarant reserves the exclusive right for the thirty-five (35) years following the execution of this Declaration to annex any or all Eligible Property included on Exhibit "B" hereto. Such annexation shall be accomplished by the execution and filing for record of an instrument setting forth the land being annexed.

Furthermore, without the joinder of any other Owners or Members, the Declarant reserves the exclusive right for thirty-five (35) years following the execution of this Declaration to add additional land into Exhibit "B" hereto subject to the consent of the owner of such additional land, thereby increasing the amount of Eligible Property.

The right of the Declarant to annex land under this Section shall pass to the Association upon the expiration of the thirty-five (35) year term granted above or upon the termination of Class "B" Membership pursuant to Article V, Section C, whichever occurs first.

ARTICLE IV. SUPPLEMENTAL RESTRICTIONS.**A. Purpose**

Declarant may subject selected sections of Gleannloch Farms to additional covenants, conditions and restrictions by recording such supplemental restrictions in the Real Property Records of Harris County, Texas.

B. Neighborhood Assessment

The Declarant shall have the right to establish and assess Neighborhood Assessments secured by a continuing lien against the Homesite and all Lots in the specified Neighborhood. Said Neighborhood Assessments shall be to pay for expenses that are for expenses for certain amenities available to a particular Neighborhood.

Each Neighborhood, upon the affirmative vote, written consent, or a combination thereof of the Owners of a majority of the Lots in such Neighborhood, may require that the Association provide a higher level of services or special services for the benefit of such Neighborhood. In such event, the Association shall provide such services and the cost of such services shall be assessed against all Members within such Neighborhood as the Neighborhood Assessment. If a Neighborhood has established a higher level of service or special services and no longer desires to maintain or pay Neighborhood Assessments for such services, the higher level or special services may be revoked upon written consent of the Owners of a majority of the Lots within such Neighborhood subject to any contracts in existence at that time. The Neighborhood Assessment shall be secured by the continuing lien against each Lot and shall be enforceable as an assessment set forth under Article XIII, Section F of this Declaration.

ARTICLE V. MEMBERSHIP AND VOTING RIGHTS.

A. Eligibility

Eligibility to vote or serve as a representative, director or officer shall be predicated upon a Member being in good standing with the Association. To be in good standing, the Member must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, no Member shall be allowed to vote or hold office if that Member is alleged in a formal written notice from the Association to have a deed restriction violation on one or more Lots in Gleannloch Farms.

B. Membership

The sole criteria to become a Member of the Association is to hold title to a Lot within Gleannloch Farms. This is not to imply that any holder of a mere security interest (such as a mortgagee, or holder of any other lien against property) would be a Member, unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s). Membership is appurtenant to and runs with the land. Membership is not severable as an

individual right and cannot be separately conveyed to any party or entity. Multiple owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. All of the votes attributable to any single Lot must be voted in the same manner (i.e. all votes for, or all votes against a particular issue).

All duties and obligations set forth in this Declaration or any Supplemental Restrictions are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership shall begin with the execution of this Declaration and pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members currently owning Property.

C. Voting Rights

The Association shall have two classes of membership, Class A and Class B, as follows:

1. Class A Membership:

Class A Members shall be all Members with the exception of Class B Members, if any. Each Class A Member's voting rights shall be based on the number of Lots owned as to Residential Property, or Tracts owned as to Property, and shall be determined as follows:

One (1) vote shall be granted per platted Lot of Residential Property.

One (1) vote shall be granted per eight thousand square feet (8000 s.f.) of Tract of Property. In the case of fractional votes, votes shall be rounded down to the nearest whole number. The Owner of any Tract containing less than eight thousand square feet (8000 s.f.) of Property shall be entitled to one (1) vote.

2. Class B Membership:

Class B Members shall include the Declarant and such Owners as the Declarant may, in its sole discretion, confer Class B Membership status upon. Each Class B Member's voting rights shall be based on the number of Lots owned as to Residential Property, and shall be determined as follows:

Ten (10) votes shall be granted per platted Lot of Residential Property.

Ten (10) votes shall be granted per eight thousand square feet (8000 s.f.) of Tract of Property. In the case of fractional votes, votes shall be rounded down to the nearest whole number. The Owner of any Tract containing less than eight thousand square feet (8000 s.f.) of Property shall be entitled to ten (10) votes.

Declarant shall retain control and authority to appoint all members of the Board of Directors of the Association until the Declarant has sold all of the platted lots, the Declarant desires to release such control and authority to the Association as evidenced by an instrument record in the Real Property Records of Harris and Fort Bend Counties, or January 1, 2033, whichever occurs first. At such time, any remaining Class B Members shall be converted to Class A members and elections shall be held to elect the members of the Board of Directors of the Association pursuant to the provisions of the Articles of Incorporation and the By-Laws of the Association.

D. Voting Procedures

1. Delineation of Neighborhoods:

Every Lot shall be located within a Neighborhood, as designated by Declarant.

2. Election of Neighborhood Representatives:

Each Neighborhood shall have a Neighborhood Committee and shall be represented by a Neighborhood Representative. The selection of the Neighborhood Representative and the Neighborhood Committee shall be made as set forth in detail in the Bylaws of the Association. The Neighborhood Representative shall cast all votes representing his or her own Neighborhood's Members at meetings of the Association as such Neighborhood Representatives are required to attend. Each Neighborhood Representative shall cast the number of votes allotted to the Neighborhood Area he or she represents.

3. Owners of Tracts shall exercise their votes as set out in the By-Laws.

4. Proxies and Directed Ballots:

All votes may be cast by written proxy or directed ballots. The procedure for the use of the proxies and directed ballots shall be as prescribed in the Association's By-laws.

ARTICLE VI. EFFECTIVE DATE OF DECLARATION.

The covenants, conditions, and restrictions imposed on the Property shown on Exhibit "A" to the Declaration shall be effective as of the date the executed Declaration is recorded in the Real Property Records of Harris County, Texas.

ARTICLE VII. USE RESTRICTIONS.

A. Residential Uses Permitted

Lots within Gleannloch Farms shall be used exclusively for single-family residential purposes. The term "single family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. No multi-family Dwellings may be constructed on any Residential Lot. No building, outbuilding or portion thereof shall be constructed for income property,

such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for tenants to lease a residence in Gleannloch Farms, so long as tenants are leasing the entire land and improvements comprising the Homesite.

No Homesite shall be occupied by more than a single family. For purposes of these restrictions, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit and the household employees of such household unit. It is not the intent of the Declarant to exclude from a Homesite any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling or Homesite, except that an Owner or occupant may conduct business activities within a Dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve regular visitation of the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of Gleannloch Farms; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of other residents of Gleannloch Farms, as may be determined in the sole discretion of the Board. A day-care facility, nursery, pre-school, or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of an entire Dwelling shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant or by a builder with approval of the Declarant with respect to its development and sale of the Property. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Homesite shall be considered business activity and therefore prohibited.

No business vehicles displaying commercial signage or advertising shall be permitted to be parked within public view in residential sections of Gleannloch Farms, other than service vehicles contracted by owners of Homesites to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twelve (12) hours per week in residential sections of Gleannloch Farms, without prior written permission of the Association, whose approval will be issued at its sole and absolute discretion.

2. No livestock, domestic or wild animals, nor plants or crops shall be raised on any Homesite for the purpose of selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.

C. Other Uses -- Potential for Multi-Family and Commercial Use Tracts

The Eligible Property if not annexed, may be used for any purpose, unless such Eligible Property is made subject to this Declaration, and restricted to the uses set out herein.

D. Parking and Prohibited Vehicles

No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the ARC. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet eight inches (6'8") in height, or eight feet (8') in width and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. A vehicle is considered to be stored on a Lot if not in daily use. The restriction concerning commercial advertising shall not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board.

A maximum of three (3) vehicles (passenger cars or non-commercial trucks or vans consistent with the residential use of a Homesite) which are used daily may be temporarily parked on the driveway of a Homesite for no more than a twenty-four (24) hour period at any time without being used for its intended purpose. Such vehicles to be parked on a Homesite must meet the restrictions of this Declaration and at all times be operable, have current license tags, and state

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inspection stickers. All vehicles parked within Gleannloch Farms shall also be maintained in a manner such that the appearance of the vehicles do not detract from the marketability and appearance of Gleannloch Farms. No vehicle that cannot physically fit within the designed garage of the Dwelling with the door closed will be construed as a vehicle incident to residential use of a Homesite. Additional rules and regulations for the use and parking on public streets may be promulgated by the Association.

Recreational vehicles, such as mobile homes, campers, and boats are not considered vehicles incident to the residential use of a Homesite and therefore are not permitted to be stored on Homesites for any period of time, unless such vehicles are parked completely out of view from any common Area, golf course, lake, adjoining Lot or street. A recreational vehicle may be parked in front of or on the Homesite one (1) time per month for up to forty-eight (48) hours for loading, unloading and cleaning purposes only.

Parking of any vehicle other than in a driveway of a Homesite or other paved area provided for parking is expressly prohibited.

E. Screening

No Member or occupant of any portion of the Property shall permit the keeping of articles, goods, materials, refuse, trash or garbage containers, air-conditioners, storage tanks, or like equipment in the open, or exposed to view from any street, Common Area, golf course, lake or other such amenities. All such items must be screened from view and/or placed in a location first approved in writing by the ARC. Such screen shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall such screen be more than six feet (6') in height. Added screening must also be provided to shield such stored materials and equipment from view from adjacent Dwellings and must receive prior ARC approval.

F. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature shall be stored on any Homesite forward of the fence at the front facade of the house situated thereon, unless the equipment, machinery or materials is being used temporarily (not more than one week) and is incident to repair or construction of the Dwelling or Homesite. All equipment, machinery, and materials shall be properly stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Homesite, or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection.

G. Easements

1. Utilities and General:

There are hereby reserved unto Declarant, so long as the Declarant owns any Property or Eligible Property, the Association, and the designees of each (which may include, without limitation, Harris County and any utility) access and maintenance easements upon, across, over, and under all of the Property and Eligible Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, tele-communications systems, monitoring and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property or Eligible Property that Declarant owns or within easements designated for such purposes on recorded plats of the Property or Eligible Property. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing

systems, facilities, or utilities over, under or through any existing Dwelling; any damage to a Homesite resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person or entity exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Homesite and, except in an emergency, entry onto any Homesite to exercise or utilize such easement shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, cable company, telephone company, telecommunications company and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters boxes, installation equipment, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement shall not extend to unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property or Eligible Property, except as may be approved by the Board of Directors or Declarant.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions or all of the Common Area to Harris County, Texas, or to any other similar local, state or federal governmental entity.

2. Easements for Lake and Pond Maintenance and Flood Water:

Declarant reserves for itself and its successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the lakes, ponds, and other bodies of water located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to

construct, maintain and repair any wall, dam, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder shall be transferred to the Association at such time as Declarant shall cease to own Property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion, and transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the rivers, ponds, streams, or wetlands to the extent reasonably necessary to exercise their rights and responsibilities under this Section.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Homesites (but not the Dwellings thereon) extending from the rear Lot line of Lots bordering any lakes, ponds or other bodies of water a distance of twenty feet (20'), in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, streams and wetlands within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such rivers, ponds, streams and wetlands; and (d) to enter upon and across such portions of the Property for the purpose of exercising rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

3. **Easements to Serve Additional Property:**

The Declarant and its duly authorized agents, representatives, and employees, as well as its designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of the Eligible Property, whether or not such Property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on the Eligible Property.

Declarant agrees that if an easement is exercised for permanent access to the Eligible Property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving the property. Such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings or Buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and Buildings within the Properties and on such portion of the property.

4. Monuments and Fences:

The Association is hereby granted an easement to place, maintain and repair monuments and/or markers at any entrance to Gleannloch Farms.

The Association is hereby granted an easement to place a fence (without the obligation to do so) along the perimeter of any section within Gleannloch Farms and between any Lot and Common Area and to remove such fence at the discretion of the Board of Directors.

In addition, the Association is hereby reserved an access and maintenance easement upon, across, over and under all of the Property that borders any Common Area so that

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the Association may effect repairs, maintenance and/or replacement of all or any portion of one (1) or both sides of any such fence constructed on such portions of the Property. This easement is for fences located upon Common Areas. Owners shall not attach anything to this fence, including landscaping and hardscaping materials, and the Association will not be liable for damages to anything attached to the fence that is damaged while maintaining, repairing or replacing the fence.

The easements granted to the Association under this Section may be exercised without notice to the Owner(s) across or on whose property the monument is placed or the fence runs. However, except in the event of an emergency or a situation requiring immediate action, the Owner(s) of such property shall be notified as to when the Association will exercise its easement to repair, maintain, replace or remove the fence or monument.

Owners shall be responsible for the maintenance, repair and/or replacement of all fences on their Lot or located on or near the property line between a Lot and any Common Area, which are in existence at time of transfer from Builder to Owner. In the event the Owner fails to repair, replace or maintain said fence in a manner consistent with the subdivision in the sole discretion of the Board of Directors, the Association shall have the right, but not the obligation, to enter such property for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot.

5. Golf Course Easement

(a) Golf Course Play Easement: There is hereby reserved and granted to the owner of that portion of the Property on which is located the golf course along with such owners servants, independent contractors, agents, members, guests and invitees (collectively,

the "Golf Course Users"), a nonexclusive easement over and across the Property, or portions thereof as provided below, for the following purposes:

- (i) Flight of golf balls over, across, and upon the Property;
 - (ii) Doing of every act necessary and incident to the playing of golf and other recreational activities on the golf course, including, lighting of parking facilities; and,
 - (iii) Creation of noise related to the normal maintenance, operation and recreational activities of the golf course, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.
- (b) Damage by Errant Golf Balls. Owners of portions of the Property, their successors and assigns, hereby acknowledge and agree that the existence of a golf course on the Property is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions of the Property located adjacent to the Golf Course are subject to the risk of damage or injury due to errant golf balls. Owners of portions of the Property, their successors and assigns, hereby assumes the risk of damage and injury and hereby releases the owner of the golf course and Declarant, their agents, employees, officers, successors and assigns, from any and all liability for damage or injury caused by errant golf balls in, on, or around the Property.
- (c) Golf Cart and Maintenance Vehicle Easement. A nonexclusive easement is hereby granted to Golf Course Users to operate golf carts, pull-carts, machinery, equipment, and maintenance vehicles used in connection with the operation and maintenance of the golf course over and across all roads, streets and specified golf course easements within the Property.

- (d) Ingress/Egress Easement. A nonexclusive easement is hereby granted for ingress and egress over, across, and through all streets, roads and specific golf course easements within the Property, now or hereinafter existing on the Property, to and from the golf course by Golf Course Users.

H. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following:

- (1.) For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more that three (3) feet above the surface of such Lot advertising the property for sale.
- (2.) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship or a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.
- (3.) School Spirit Signs. Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There shall be no more that one sign for each child under the age of eighteen (18), residing in the Dwelling, and said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.
- (4.) Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the

sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than four (4) stickers located on the windows or doors.

All signs within the subdivision are subject to the Builder and/or Architectural Guidelines promulgated by the ARC.

A Builder may place certain information and advertising signs on Lots without the prior written permission of the ARC, so long as such signs are similar to those listed as acceptable for Builder use in the Builder and/or Architectural Guidelines and Bulletins promulgated by the ARC and so long as such signs do not otherwise violate this Declaration.

Illegally placed or bandit signs within or outside of the property placed by an Owner of a Lot and signs which are placed without ARC approval in violation of this Declaration, shall be subject to removal by the Association and the Association may charge a fee for the removal of the signs. The Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action. In addition, all signs placed without approval of the ARC shall also be subject to a per day fine established by the Association.

I. Reservation of Minerals

The Declarant has no mineral rights. However, there are designated drill sites within or adjacent to the Property which may be within or outside of a platted area.

J. Common Areas

The Association, subject to the rights of the Members and Owners set forth in this Declaration any amendments or Supplemental Restrictions, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it

in good, clean, attractive and sanitary condition. No Member or Owner may appropriate any portion of the Common Areas or any improvement thereon for his or her own exclusive use. Any Member or his or her guests, family or invitees that causes damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (within thirty (30) days) shall be assessed against the Member's Homesite, or Tract and secured by the continuous lien set forth in Article XIII, Section F of this Declaration.

K. Window Treatments

Within three (3) months of occupying a Dwelling on any Homesite, an Owner shall install appropriate window treatments in keeping with the aesthetics of Gleannloch Farms. Appropriate window treatments would include, by way of illustration, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray); blinds or miniblinds of the same colors or natural stained wood; and/or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling. All of these window treatments or coverings are subject to the approval of the ARC and all Builder and/or Architectural Guidelines that it promulgates and may change from time to time, as found necessary and appropriate in its sole discretion.

Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the aesthetics of Gleannloch Farms, such as reflective materials, sheets, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for permanent window coverings in a residential subdivision of the same caliber as Gleannloch Farms.

L. Deed Restriction Enforcement

1. Authority to Promulgate Rules and Regulations:

The Board of Directors has the authority to promulgate reasonable rules and regulations concerning enforcement of the covenants and restrictions contained in this Declaration, any supplemental restrictions and/or amendments concerning the use of Common Areas and Limited Common Areas, and any other rules and regulations for the benefit of the Association and/or its Members.

2. Attorney's Fees and Fines:

In addition to all other remedies that may be available, the Association has the right to collect attorney fees and/or fines as set by the Board from any Owner that is in violation of this Declaration, any applicable Supplemental Restrictions or amendments, any Architectural Guidelines, the Building Guidelines, or any other rule or regulation promulgated by the Association.

3. Remedies:

Every Owner shall comply with all provisions of this Declaration, the By-Laws, and the rules and regulations of the Association, all other dedicatory instruments of the Association and any amendments or supplements to any of the foregoing. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration, any amendment, Supplemental Restriction, the By-Laws or any other dedicatory instruments.

M. Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any

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portion of the Property, including any Homesite, which is visible from any street, common area or other Lot unless it is not feasible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the reception of television, radio, satellite or other signals for the benefit of all or a portion of the Properties. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast or MMDS antenna mast may exceed a height of over twelve feet (12') above the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 ("the Act"), as may be amended from time to time. This section shall be interpreted to be as restrictive possible while not violating the Act.

N. General Nuisances

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Homesites or Recreational Sites.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of

the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Homesite. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

O. Tree Removal

No trees greater than three (3) caliber inches to be measured at a point six (6) inches above grade shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Association may determine necessary, in its sole discretion, to mitigate the damage.

P. Animals and Pets

No animals, livestock (including swine of any kind) or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2) pets, may be permitted in a Dwelling. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a

permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. If, in the sole discretion of the Association, any pet that may endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Dwellings or the owner of any portion of the Property shall be removed upon request of the Board. If the owner fails to honor such request, the pet may be removed at the direction of the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Dwelling be confined on a leash held by a responsible person.

Q. Swimming Pools

No above ground swimming pools are permitted. All other swimming pools require architectural approval as set out in Article VIII herein.

R. Out Buildings/Accessory Buildings

No out building and/or accessory building (including, but not limited to sheds, greenhouses, gazebos, play houses, shade trellis) shall be constructed or placed within Gleannloch Farms without the prior written approval of the ARC. The ARC shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures.

S. Recreational Site

The Association shall have the option, but not the obligation, to combine one (1) or more Lots to create a Recreational Site and/or recreational facilities or other amenities for use by all owners in Gleannloch Farms. The Association shall have the right to charge the costs of creating and maintaining such Recreational Sites, facilities or amenities back to the Owners in any manner that is in accordance with generally accepted accounting principles.

ARTICLE VIII. ARCHITECTURAL RESTRICTIONS.

A. Architectural Review Committee - "ARC"

The initial ARC shall be composed of three (3) individuals designated by Declarant, one of whom may be designated as the Representative to act on behalf of the ARC. The Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of ARC appointment until:

1. the Declarant does not own any of the Eligible Property, or
2. the Declarant so desires to relinquish its authority over ARC appointment, whichever occurs first.

At such time, the Board of Directors of the Association shall have the right to replace such ARC members by duly electing three Owners in good standing with the Association. The Board of Directors reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole discretion of the Board of Directors.

The Board of Directors shall have the right to review any action or non-action taken by the ARC and shall be the final authority.

B. ARC Approval Required

No buildings, additions, modifications or improvements (including landscaping designs and modifications, see Article VIII, Section D) shall be erected, placed or performed on any Homesite until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. Builder may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color, that may be used when building each design. The ARC or Board of Directors may, at their sole discretion, retain and/or delegate review of

plans and specifications to a designated AIA architect experienced and qualified to review same, who may then render an opinion to the ARC or Board of Directors. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the design of the improvement or the ultimate construction thereof. In the event the ARC fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved. The ARC or its assignee, at its sole discretion and to the extent wherein not expressly prohibited by this Declaration and any amended or Supplemental Restriction, is hereby permitted to approve in writing deviations in the general use restrictions set forth in Article VII in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. The approval of a deviation in the general use restrictions by the ARC does not obligate the ARC to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any Dwellings, additions, or improvements erected or placed on any Homesite shall be deemed to comply with the building requirements of the ARC and related covenants contained in the Declaration unless the ARC so notifies the Owner otherwise in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ARC or Declarant to enforce the continuing restriction of use contained herein.

The ARC shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Property, where such actions constitute a violation of the Declaration, the Building Guidelines or any other documents promulgated by the ARC. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with the Declaration, ARC documents and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided in Article XVI, Section F and

may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved.

Written notice may be delivered to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner.

The ARC or its agents or assigns shall have the right, but not the obligation, to enter the Property to determine if violations of this Declaration, the Building Guidelines, or any other documents promulgated by the ARC exist. In so doing, the ARC shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days from approval of plans to commence construction and nine (9) months from commencement date to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

The ARC has the right to charge a review fee, to be established by the Board of Directors, for review of any plans or specifications submitted for approval to the ARC. The ARC shall also have the right to charge a fee as a deposit, to be established by the Board of Directors, to ensure compliance with the time constraints established herein for commencement and completion of construction, said deposit to be applied by the ARC and/or the Association towards its costs to obtain compliance with the constraints established. If the amount is not sufficient to pay the costs the Owner shall pay the balance due upon demand.

C. Building Setbacks

No Dwelling or other structure shall be erected nearer to any street or property line than that allowed by the applicable plat or other recorded documents unless first approved in writing by the ARC. Driveways shall be permitted to be placed within a setback as approved by the ARC.

D. Driveways

Before the construction of any residence is complete, the Builder shall construct in all adjacent street rights-of-way a concrete sidewalk four feet (4') in width, parallel to the street curb in accordance with local standards and ordinances. The sidewalk shall extend the full width of the Lot. On corner Lots, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the other, and finished with the complement of required curb ramps. Sidewalks shall be in a well-maintained condition at all times. Cracked or broken concrete shall mean that the sidewalk is not in a well-maintained condition. The maintenance of all sidewalks is the responsibility of the Owner.

E. Landscaping

All open, unpaved space in the front and at the sides of a Homesite, shall be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property.

Any significant changes in the existing landscaping on any Homesite must have written approval from the ARC.

F. Grading and Drainage

Topography of each and every Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not

cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not or the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite, or because of excess runoff caused by their own irrigation system, shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owner shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

G. Temporary Structures

Temporary Structures may only be erected on undeveloped Property by builders or the Declarant with the prior written approval of the ARC. Even temporary structures shall be in accordance with any applicable provisions of Architectural Guidelines promulgated by the ARC; time limitations for such structures are limited to the period of active and exclusive construction and sales within Gleannloch Farms.

ARTICLE IX. MAINTENANCE.

A. General Maintenance

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. Grass, vegetation and weeds on each Homesite shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

B. Landscaping

In the event any Owner of any Homesite within the Property fails to maintain the landscaping, grass or vegetation of a Homesite in a manner satisfactory to the Board of Directors of the Association, the Association, after ten (10) days' notice to the Owners of the Homesite setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right but not the obligation, through its agent, contractors and/or employees, to enter upon said Homesite and to maintain, cut, trim and/or restore such landscaping, grass or vegetation at the Owner's expense.

C. Dwelling Exterior

In the event any Owner of any Homesite fails to maintain the exterior of the Homesite, including the exterior of the Dwelling or other structures and the parking areas, in a manner satisfactory to the Board of Directors of the Association, the Association, after thirty (30) days' notice to the Owner of the Homesite setting forth the action intended to be taken by the association and after approved by a two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to repair, maintain, or restore the exterior of the Dwelling, other structure or parking areas, at Owner's expense.

D. Other Hazards

To the extent necessary to prevent rat infestation or other health hazards, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling, or other improvement located upon such Homesite without notice to take the action necessary to prevent such rat infestation, diminish such fire hazards or diminish hazards caused by structural damage.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance, landscaping or other work authorized in this Article. The cost of such exterior maintenance, interior hazard diminution and other work shall be the personal obligation of the Owner of the Homesite on which it was performed and shall become part of the assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

All Members' replacement, repair and restoration practices as to the improvements on Property within Gleannloch Farms are subject to the prior approval of the ARC and must comply with all Builder and/or Architectural Guidelines which may change from time to time, as found necessary and appropriate in the ARC's sole discretion.

ARTICLE X. STANDARDS AND PROCEDURES.

The ARC shall establish and promulgate the Residential Design Guidelines, which the ARC may modify or amend as it deems necessary and appropriate for the orderly development of the Property and Gleannloch Farms, including, but not limited to, those portions of the Residential Design Guidelines regarding workmanship, materials, building methods, living area square footage, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Residential Design Guidelines may be amended by the ARC without notice, but they shall not be applied retroactively to reverse a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Homesite. The rules, standards, and procedures set forth in the Residential Design Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner and any other restriction set forth in this Declaration.

ARTICLE XI. VARIANCES.

The Board, upon the recommendation of the ARC, may authorize variances from compliance with any of the architectural provisions of this Declaration, any amendment, Supplemental Restriction, Builder Guideline, or Architectural Guidelines, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least a majority of the Board, and shall become effective upon execution of the variances. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulation.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration. Action of the ARC or Board of Directors in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

ARTICLE XII. LIMITATION OF LIABILITY.

Neither Declarant, the Association, the ARC, the Board, nor any of the respective officers, partners, directors, members, successors or assigns of the above, shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove

any matters requiring approval hereunder. Approval by the ARC, the Board, or the Association, nor any of their respective officers, partners, directors, members, successors or assigns, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans nor the contractors used.

ARTICLE XIII. ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot and/or Homesite, by virtue of ownership of Property within Gleannloch Farms, covenant and agrees to pay to the Association:

1. Annual Assessments
2. Special Assessments, and
3. Neighborhood Assessments, and
4. Additional Assessments as specified in this Declaration in Article VII - J; Article XVI - F; Article IX B&C

The Annual, Special, Neighborhood and Additional Assessments together with late charges, attorney's fees, interest and costs shall be a charge and continuing lien upon the Homesite and Lot against which each such assessment is made. Each such assessment, together with late charges, attorney's fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

B. Purpose of Assessments

Annual and Special Assessments levied by the Association shall be used for any legal purpose for the benefit of all Owners as determined by the Association and, in particular, may by way of example and not limitation or obligation include maintenance, repair or improvement of any Common Area, parkways, private streets and roads, boulevards, esplanades, setbacks and entryways, patrol service, fire protection, emergency medical service, street cleaning, trash pickup, street lighting, mosquito control, other services as may be in the Property's and Owner's interest and for promotion of the recreational interests of the Members which may include payment for recreational improvements on recreational sites, reserves and/or Common Area. Parkway, streets, roads, esplanades, setbacks and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Without limiting the foregoing, or other agreements with trusts, condominiums, cooperatives, or resident associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association. Additionally, assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for maintenance costs for the participation in any agreement among other property owners associations (whether residential, multi-family, commercial or mixed use) in the areas and for consolidated programs that provide consistency and economics of scale. Approval to enter such agreements shall require a majority vote of the Board.

C. Annual Assessment

The Property shall be subject to the Annual Assessment, as follows:

1. Creation:

Payment of the Annual Assessment shall be the obligation of each Owner and the Declarant and shall constitute a lien on the Homesite, or Lot(s), binding and enforceable as provided in this Declaration.

2. Rate:

The initial Annual Assessment established by the Association shall not exceed EIGHT HUNDRED FIFTY AND 00/100 DOLLARS (\$850.00) per Lot for Residential Property. If Property is platted and owned by the Declarant or has been purchased by a builder but has not yet been developed as such, the Property shall be assessed at twenty-five percent (25%) of the normal annual assessment that would be owed if the Property had been developed and sold to a buyer. Upon purchase from a Builder, the new Owner shall owe a prorated amount as described under paragraph 4 of this section.

If Tracts are included in the Property, the rate of Annual Assessments applicable to such Tracts will be determined within a Supplemental Amendment.

3. Commencement:

For purposes of calculation, the initial Annual Assessment shall commence on the first day of the first month following the date of the first sale of a Lot to a party other than Declarant so long as utility lines have been located on such Lot; provided, however, that the annual assessment owed by the Declarant shall commence on the first day of the first month following the date the Association is incorporated under the laws of the State of Texas. Annual Assessments shall be due in advance on July 1 for the coming year and shall be delinquent if not paid in full as of July 31 of each year.

4. Proration:

An Owner's initial 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

commencement date described above. The Annual Assessment for any year after the first year shall be due and payable on the first day of January. Any owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated assessment amount for that year.

5. **Levying of the Assessment:**

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and capital improvements in Gleannloch Farms and may, at its sole discretion and without a vote by the Members, increase or decrease the annual Assessment over the previous year's Annual Assessment. The Annual Assessment shall not be adjusted more than once in a calendar year.

D. **Special Assessments for Capital Improvements**

In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area or any unusual, infrequent expense benefiting the Association, provided that any such assessment shall have the approval of a majority of the Class A Members (as represented by their Neighborhood Representatives) and Class B Members at a meeting duly called for this purpose. Such Special Assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the Annual Assessment as set forth in Section C hereof and shall be pro rated in accordance with Section C (4) hereinabove. The Association, if it so chooses, may levy a Special Assessment against only those Members benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments shall be due upon

presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner.

E. Neighborhood Assessments

If a Neighborhood chooses to establish special or higher services as evidenced by a petition signed by Owners representing a majority of the Lots in a Neighborhood under Article IV, Section B of this Declaration, Neighborhood Assessments must be imposed to fund such services, payments of such Neighborhood Assessments shall be the exclusive obligation of all Owners owning Property within such Neighborhood and will not be charged to Members not owning property within such Neighborhood. Neighborhood Assessments shall be governed by this document or as supplemented by the Supplemental Restrictions creating such Neighborhood Assessment.

F. Collection and Remedies for Assessments

1. The assessments provided for in this Declaration, together with late charges, attorneys' fees, interest and costs as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment, together with late charges, attorney's fees, interest and costs, shall also be the personal obligation of the Owner of the land at the time the assessment became due. This personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, however, the continuing lien upon the land will continue in effect.
2. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of 1) eighteen percent (18%) or 2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the assessments hereby levied, an assessment lien is hereby reserved in each deed from the Declarant to the Owner of each parcel of Property in Gleannloch Farms, which lien may be foreclosed upon by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute); each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.
4. The President of the Association or his or her designee is hereby appointed Trustee to exercise the Association's power of sale. Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.
5. Although no further action is required to create or perfect the lien, the Association may, as further evidence give notice of the lien, by executing and recording a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The Association shall also have the right but not the obligation to notify a delinquent Owner's lender, in writing, of such Owner's delinquency and default.
6. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 (or any successor statute) and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale no less than twenty one (21) days prior to the date of the proposed foreclosure sale, postage prepaid, registered or certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association or by hand

delivery. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Property at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period Property is owned by the Association following foreclosure, 1) no right to vote shall be exercised on its behalf; 2) no assessment shall be levied on it; and, 3) each other Homesite may be charged, in addition to its usual assessment, its equal pro rata share that would have been charged such Property if it had not been acquired by the Association as a result of foreclosure. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

G. Subordination of the Lien to First Mortgages

The lien of assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any first mortgage on any Lot or Homesite. The sale or transfer of any Lot or Homesite shall not affect the assessment lien. The sale or transfer shall not relieve such Lot or Homesite from lien rights for any assessments thereafter becoming due. Where the mortgagee holding a first mortgage of record or other purchaser of a Lot or Homesite obtains title pursuant to judicial or non-judicial foreclosure of the first mortgage, it shall not be liable for the share of the assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title. Such unpaid assessments and/or other charges shall be deemed to be common expenses collectible

from Owners of all the Lots and Homesites, including such acquirer, its successors and assigns.

H. Exempt Properties

The following are exempt from payment of assessments under this Declaration: schools, churches and recreational facilities and reserves. All properties dedicated to any accepted use by a municipal county, federal, or other governmental authority and all properties owned by charitable or non-profit organizations that are exempt from taxation by federal laws shall be exempt from the assessments created herein and the Owners thereof shall have no voting rights with respect thereto, unless they are used as a Residential Lot.

I. Notice of Delinquency

The Association or its agent or designee shall be required to give a written notice of the assessment to any Owner who has not paid an assessment that is due under this Declaration. Such notice must be mailed to the Owner's last known address. The address of the Lot or Homesite shall be presumed to be the address for proper notice unless written notice of another address shall be provided to the Association.

ARTICLE XIV. MODIFICATION AND TERMINATION OF COVENANTS

Each restriction and covenant contained in this Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the Association or its legal representatives, successors or assigns. So long as Class B membership exists, approval of seventy-five percent (75%) of the combined total votes of Class A and Class B Membership shall be required to amend, modify or terminate these restrictions and covenants. However, the Declarant may unilaterally amend this Declaration at any time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title

insurance coverage on the Lots and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots or Homesites; or (e) necessary to clarify or resolve ambiguities or conflicts or to correct any inadvertent misstatements, errors or omissions in this Declaration as may be amended from time to time; provided, however, any such amendment shall not adversely affect the title to any Lots or Homesites unless the Owner shall consent thereto in writing. After Class B membership ceases to exist, approval of sixty-six percent (66%) of the Class A membership shall be required to amend, modify or terminate these restrictions and covenants. Upon approval of the Owners, as set out above, and the Association's joinder and approval of said declaration, the declaration shall be signed and acknowledged by the parties thereto and recorded in the Real Property Records of Harris County, Texas, whereupon to the extent of any conflict with this Declaration, this Declaration shall be null and void and the Property thereafter shall be made subject to covenants, conditions, and restrictions set forth in the new declaration.

ARTICLE XV. ALTERNATE DISPUTE RESOLUTION.

A. Dispute Resolution

No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board of Directors; officers in the Association or Neighborhood Committees; committee members; or the Association or any Neighborhood Committee.

Disputes between Owners that are not regulated by the Declaration shall not be subject to the dispute resolution process.

B. Outside Mediator

The parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-certified mediator skilled in community association law, a Professional Community Association Manager ("P.C.A.M.") as certified by the Community Associations Institute, or a Certified Property Manager ("C.P.M.") as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in Gleannloch Farms, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. The Board shall maintain a list of no less than ten (10) potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of any assessments by the Association as set out in the Declaration nor to the Association's right to maintain landscaping as set forth in this Declaration.

E. Term

516-43-3808

This Article XV, Alternative Dispute Resolution, shall be in full force and effect for an initial period of five (5) years from the date of execution of this Declaration. However, this Article shall remain in full force and effect unless, after the first open meeting of the Association after such initial period, a majority of the Neighborhood Representatives or the Board of Directors votes to terminate the provisions of this Article XV, Alternative Dispute Resolution.

ARTICLE XVI. GENERAL PROVISIONS.

A. Severability

The invalidity of any one or more of the provisions of this Declaration shall not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Property and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

E. Governing Law

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Harris County, Texas.

F. Fines for Violations:

The Association may assess fines for violations of the restrictive covenants contained in this Declaration, other than non-payment or delinquency in assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing assessment lien set out in this Declaration.

G. Books and Records

The books, records and papers of the Association shall by appointment, during normal business hours, be subject to inspection by any Member, for any proper purpose, with the exception of the following: contracts being negotiated, payroll records, pending disputes, personal homeowner files. The Articles of Incorporation, By-Laws, and this Declaration shall likewise be available for inspection, by appointment during normal business hours by any Member at the office of the Association, for any proper purpose.

H. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration 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.

I. Mergers

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

J. Current Address

Owners are required to notify the Association of their current address at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot or Homesite as the current address.

K. Security

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT OR TRACT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, DECLARANT OR

ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT OR TRACT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

this 18th day of November, 1997. IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration

DECLARANT

3
|
or

CHAMPIONS GLEN, L.P.,
A Delaware Limited Partnership
By its General Partners:

BCO, Realty, Inc.,
A Texas Corporation

|
or

By: [Signature]
David A. Cannon, President

CF Realty, L.L.C.,
A Delaware Limited Liability Corporation

|
or

By: C.F. Realty, Inc., a Member

By: [Signature]
Neil N. Hasson, Managing Director

STATE OF TEXAS :
:
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared David A. Cannon, President of BCO Realty, 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 18th day of November, 1997.

[Signature]
Notary Public, State of Texas

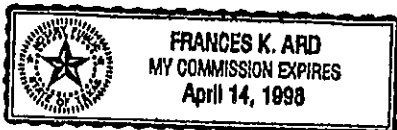
STATE OF TEXAS :
:
COUNTY OF HARRIS :



BEFORE ME, the undersigned authority, on this day personally appeared Neil N. Hasson, Managing Director of CF Realty, Inc., a member of CF Realty, L.L.C., 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 18th day of November, 1997.

[Signature]
Notary Public, State of Texas



516-43-3813

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

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10/21/97

LIENHOLDER CONSENT AND SUBORDINATION

Bank United, an _____ State Banking Corporation, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions for Gleannloch Farms to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under said Declaration, and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations and interests created under this Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

BY: *Carolynn S. Alexander*

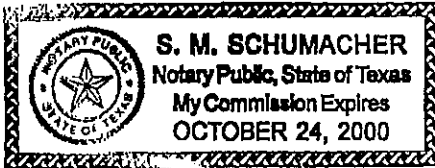
Typed or Printed Name
CAROLYNN S. ALEXANDER
REGIONAL DIRECTOR

Title

STATE OF TEXAS :
:
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared *Carolynn S. Alexander* *Regional Director* of *Bank United*, 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 his representative capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this *25* day of *November*, 1997.



S.M. Schumacher
Notary Public, State of Texas

516-43-3815

EXHIBIT "A"

All of the following described property is subject to the foregoing Declaration of Covenants, Conditions and Restrictions for Gleannloch Farms:

That certain property in Harris County, Texas known as GLEANNLOCH FARMS, SECTION ONE: THE RIDGE, a subdivision containing 146 lots; 42.2344 acres in 2 Blocks and 4 Reserves located In the Ezekiel Ballard Survey, A-158, according to the map or plat thereof, filed on November 19, 1997, under Clerk's File No. S738797 of the Real Property Records of Harris County, Texas.

516-43-3816

EXHIBIT "B"

FIELD NOTES

516-43-3817

DEVELOPMENT TRACT: 698.3027

All that certain 698.3027 acre tract of land situated in the Ezekiel Ballard Survey, Abstract Number 158, the Richard T. Blackburn Survey, Abstract Number 168 and the William Perkins Survey, Abstract Number 621, Harris County, Texas; said 698.3027 acre tract of land consisting of the following described tracts:

1. All of that 81.0966 acre tract (called) described in deed dated August 6, 1974 as recorded under County Clerk's File Number E-228645, Film Code Number 108-06-1129 in the Official Public Records of Real Property in Harris County, Texas;
2. All of that certain 24.4787 acre tract (called) described in deed dated August 10, 1970 as recorded under County Clerk's File Number D-160198, Film Code Number 119-28-2393 in the Official Public Records of Real Property in Harris County, Texas;
3. All of that Tract Three, 0.9836 acre tract (called) described in deed dated September 19, 1989 as recorded under County Clerk's File Number M-331138, Film Code Number 157-73-0830 in the Official Public Records of Real Property in Harris County, Texas;
4. All of that First Tract, 16.6382 acre tract (called) described in deed dated October 10, 1973 as recorded under County Clerk's File No. D-997016, Film Code Number 168-40-2394 in the Official Public Records of Real Property in Harris County, Texas;
5. All of the First Tract, 16.6580 acre tract (called) described in deed dated February 27, 1976 as recorded under County Clerk's File Number E-798670, Film Code Number 143-06-1089 in the Official Public Records of Real Property in Harris County, Texas;
6. Part of that First Tract, 174.8637 acre tract (called) described in deed dated July 7, 1964 as recorded under County Clerk's File Number B-923429, Film Code Number 013-27-0870 in the Official Public Records of Real Property in Harris County, Texas;
7. All of that 84.5872 acre tract (called) described in deed dated July 7, 1964 as recorded under County Clerk's File Number B-923430, Film Code Number 013-27-0879 in the Official Public Records of Real Property in Harris County, Texas;

8. All of that First Tract, 58.0398 acre tract (called) described in deed dated July 7, 1964 as recorded under County Clerk's File Number B-923431, Film Code Number 013-27-9886 in the Official Public Records of Real Property in Harris County, Texas;
9. All of that Second Tract, 1.2565 acre tract (called) described in deed dated July 7, 1964 as recorded under County Clerk's File Number B-923431, Film Code Number 013-27-9886 in the Official Public Records of Real Property in Harris County, Texas;
10. Part of that Tract Number One, 60.0186 acre tract (called) described in deed dated April 22, 1969 as recorded under County Clerk's File Number C-900289, Film Code Number 104-30-0211 in the Official Public Records of Real Property in Harris County, Texas;
11. Part of that 62.8937 acre tract (called) described in deed dated July 30, 1959 as recorded under County Clerk's File Number B-047032, Film Code Number 004-01-1379 in the Official Public Records of Real Property in Harris County, Texas;
12. All of that 128.8823 acre tract (called) described in deed dated June 16, 1958 and recorded in Volume 3520, Page 489 of the Deed Records of Harris County, Texas;
13. Part of that First Tract, 98.681 acre tract (called) described in deed dated April 24, 1970 as recorded under County Clerk's File Number D-103938, Film Code Number 116-24-1972 in the Official Public Records of Real Property in Harris County, Texas;
14. Part of that certain four and one-half acre tract (called) described in deed dated August 24, 1962 as recorded under County Clerk's File Number B-557503, Film Code Number 075-12-0451 in the Official Public Records of Real Property in Harris County, Texas;
15. Part of that certain 10.83 acre tract (called) described in deed dated September 18, 1962 as recorded under County Clerk's File Number B-575779, Film Code Number 077-10-0412 in the Official Public Records of Real Property in Harris County, Texas;
16. Part of that certain Second Tract, (called 25.2589 acres) described in deed dated July 23, 1969 as recorded under County Clerk's File Number C-954490, Film Code Number 107-33-0528 in the Official Public Records of Real Property in Harris County, Texas;

17. Part of that certain Tract One, (called 553.628 acres) described in deed dated November 13, 1957 as recorded in Volume 3426, Page 4 of the Deed Records of Harris County, Texas;
18. Part of that certain Tract Number Two, (called 1.1612 acres) described in deed dated April 22, 1969 as recorded under County Clerk's File Number C-900289, Film Code Number 104-30-0211 in the Official Public Records of Real Property in Harris County, Texas;
19. All of that certain Tract Number Three, (called 1.6899 acres) described in deed dated April 22, 1969 as recorded under County Clerk's File Number C-900289, Film Code Number 104-30-0211 in the Official Public Records of Real Property in Harris County, Texas;
20. Part of Tract Two, (called 1.214 acres) described in deed dated November 13, 1957 as recorded in Volume 3426, Page 4 of the Deed Records of Harris County, Texas;
21. All of Tract Three, (called 1.056 acres) described in deed dated November 13, 1957 as recorded in Volume 3426, Page 4 of the Deed Records of Harris County, Texas;
22. Part of Tract Four, (called 0.405 acres) described in deed dated November 13, 1957 as recorded in Volume 3426, Page 4 of the Deed Records of Harris County, Texas;

Said 698.3027 acre tract of land being more particularly described by metes and bounds as follows: (All bearings are based on Texas State Plane Coordinate System, South Central Zone, NAD-83-Datum, using Metro/Houston 1990 Monumentation Program Survey Marker Number BN-79, North=13,935,515.542, East=3,053,507.078 and Number BN-81-1, North=13,946,295.294, East=3,047,772.352, Combined Grid Scale Factor = 0.99994397):

BEGINNING at a 5/8 inch iron rod set in the easterly right-of-way line of Burlington and Rock Island Railroad Company (based on a right-of-way of 100.00 feet) in the northerly right-of-way line of Lacey Road (based on a right-of-way width of 60.00 feet); said point having coordinates: N=13,940,482.4672, E=3,050,932.6921;

THENCE North 28° 00' 44" West, 2076.90 feet along the easterly right-of-way line of said Burlington and Rock Island Railroad Company to a 5/8 inch iron rod set for corner of the 698.3027 acre tract herein described; said point also being the southwesterly corner of that certain 6.940 acre tract (called) described in deed dated June 17, 1959 to Houston Lighting & Power Company as recorded in Volume 3734, Page 549 of the Deed Records of Harris County, Texas;

THENCE North 87° 54' 46" East, 88.95 feet along the southerly line of said Houston Lighting & Power Company 6.940 acre fee tract to a 5/8 inch iron rod set for corner of the 698.3027 acre tract herein described; said point also being the southeasterly corner of the said Houston Lighting & Power Company Fee Tract;

THENCE North 28° 00' 44" West, 874.54 feet along the easterly line of the said Houston Lighting & Power Company 6.940 acre fee tract to a set 5/8 inch iron rod set for the most northerly northwest corner of the 698.3027 acre tract of land herein described;

THENCE North 87° 30' 34" East, 2224.61 feet to a 5/8 inch iron rod set in recognized common survey line between the William Perkins Survey and the Richard T. Blackburn Survey for the most northerly northeast corner of the 698.3027 acre tract of land herein described;

THENCE South 02° 21' 04" East, along the recognized common survey line between the said Perkins and Blackburn at 234.49 feet passing a 5/8 inch iron rod set for the northwesterly corner of that certain 67.6177 acre tract of land described in deed dated September 19, 1989 as Tract One: called 49.9735 acres, Tract Two: called 16.6657 acres and Tract Three: called 0.9836 acres to Legacy Trust Company, Meredith J. Long and Isaac Arnold, Jr. as Trustees of the H.R. Cullen Estate Trust for Hugh Roy Marshall and Legacy Trust Company, Meredith J. Long and Isaac Arnold, Jr., as Trustees of the Lillie C. Cullen Estate Trust for Hugh Roy Marshall as recorded under County Clerk's File Number M-331138, Film Code Number 157-75-0830 in the Official Public Records of Real Property in Harris County, Texas; and continuing along the said common survey line and the westerly line of the said 67.6177 acre tract for a total distance of 1884.23 feet to a 5/8 inch iron rod set in the common survey corner for Richard T. Blackburn Survey and the Ezekiel Ballard Survey for corner of the 698.3027 acre tract of land herein described;

THENCE North 87° 06' 35" East, along the recognized common survey line between the said Ballard and Blackburn at 53.00 feet passing a 5/8 inch iron rod set for the northeast corner of a 53.00 foot wide roadway easement and continuing along the said common survey line and the southerly line of the said 67.6177 acre tract for a total distance of 1319.66 to a 5/8 inch iron rod set for corner of the 698.3027 acre tract of land herein described; said point also being the most southerly southeasterly corner of the said 67.6177 acre tract of land;

THENCE North 02° 21' 03" West, 1099.46 feet along the easterly line of the said 67.6177 acre tract of land to a 5/8 inch iron rod set for corner of the 698.3027 acre tract of land herein described; said point also being the ell corner of the said 67.6177 acre tract of land;

THENCE North 87° 08' 40" East, 1320.64 feet along the southerly line of the said 67.6177 acre tract of land to a 5/8 inch iron rod set for corner of the 698.3027 acre tract of land herein described; said point also being the most easterly southeasterly corner of the 67.6177 acre tract of land;

THENCE South 02° 21' 41" East, 1118.66 feet to a 5/8 inch iron rod set for corner of the 698.3027 acre tract of land herein described;

THENCE North 87° 06' 35" East, 2997.37 feet to a 5/8 inch iron rod found at the intersection of the southerly right-of-way line of a private road (based on a width of 60.00 feet) with the westerly right-of-way line of Gleannloch Farms Road (based on a right-of-way width of 60.00 feet) for corner of the 698.3027 acre tract of land herein described;

THENCE South 02° 47' 06" East, 479.30 feet along the westerly right-of-way line of said Gleannloch Farms Road to a 5/8 inch iron rod found for the northeasterly corner of that certain 44,000 square feet tract described in deed dated April 12, 1988 to Thomas Richard Turner as recorded under County Clerk's File Number L-633928, Film Code Number 114-73-0941 in the Official Public Records of Real Property in Harris County, Texas; and the corner of the 698.3027 acre tract of land herein described;

THENCE South 87° 12' 54" West, 220.00 feet along the northerly line of the said Turner 44,000 square feet tract to a 1/2 inch iron rod found for the northwesterly corner of the said Turner 44,000 square feet tract and the corner of the 698.3027 acre tract of land herein described;

THENCE South 02° 47' 06" East, along the westerly line of the said Turner 44,000 square feet tract at 200.00 feet passing a found 1/2 inch rod for the northwesterly corner of that certain 44,000 square feet tract described in deed dated December 8, 1978 to Lillie C. Cullen Estate Trust for Hugh Roy Marshall as recorded under County Clerk's File Number F-914357, Film Code Number 116-92-1036 in the Official Public Records of Real Property in Harris County, Texas; and continuing for a total distance of 400.00 feet to a 5/8 inch iron rod set for the southwest corner of the Trust 44,000 square feet tract and the corner of the 698.3027 acre tract of land herein described;

THENCE North 87° 12' 54" East, 220.00 feet along the southerly line of the Trust 44,000 square feet tract to a 5/8 inch iron rod set in the westerly line of said Gleannloch Farms Road for the southeasterly corner of the said Trust 44,000 square feet tract and the corner of the 698.3027 acre tract of land herein described;

THENCE South 02° 47' 06" East, 186.39 feet along the westerly line of said Gleannloch Farms Road to a 5/8 inch iron rod set in the southerly line of Tennessee Gas Pipeline Company's 130.00 foot wide easement as recorded under County Clerk's File Number N-759378, Film Code Number 025-53-3902 in the Official Public Records of Real Property in Harris County, Texas for corner of the 698.3027 tract of land herein described;

THENCE South 43° 20' 40" West, 223.13 feet along the southerly right-of-way line of said Tennessee Gas Pipeline Company to a 5/8 inch iron rod and set for corner of the 698.3027 acre tract of land herein described;

THENCE South 47° 55' 54" West, 519.02 feet along the southerly right-of-way line of said Tennessee Gas Pipeline Company to a 5/8 inch iron rod set for corner of the 698.3027 acre tract of land herein described;

THENCE South 60° 56' 36" East, 732.88 feet to a 5/8 inch iron rod set in the easterly right-of-way line of said Gleannloch Farms Road for corner of the 698.3027 acre tract of land herein described;

THENCE North 29° 03' 24" East, 655.05 feet to a 5/8 inch iron rod set for corner of the 698.3027 acre tract of land herein described;

THENCE South 60° 56' 36" East, 667.54 feet to a 5/8 inch iron rod set in the northerly right-of-way line of Spring-Cypress Road (based on a right-of-way width of 80.00 feet) for corner of the 698.3027 acre tract of land herein described;

THENCE in a southwesterly direction along the northerly right-of-way line of said Spring-Cypress Road and a curve to the left having a radius of 995.00 feet through a central angle of 04° 10' 15" for an arc distance of 72.43 feet to a 5/8 inch iron rod set for point of tangent, (chord bearing and distance = South 31° 07' 30" West, 72.42 feet);

THENCE South 29° 03' 24" West, 1591.80 feet along the northerly right-of-way line of said Spring-Cypress Road to a 5/8 inch iron rod found for point of curve;

THENCE in a southwesterly direction along the northerly right-of-way line of said Spring-Cypress Road and a curve to the right having a radius of 915.00 feet, through a central angle of 26° 24' 24", for an arc distance of 421.71 feet to a 5/8 inch iron rod found for point of tangent, (chord bearing and distance = South 42° 16' 40" West, 417.98 feet);

THENCE South 55° 27' 48" West, 3353.32 feet along the northerly right-of-way line of said Spring-Cypress Road to a 5/8 inch iron rod found for the most southerly southwest corner of the 698.3027 acre tract of land herein described;

THENCE North 03° 03' 47" West, 1016.06 feet along the east line of a 30.00 foot wide road to a 1 inch galvanized iron pipe found for corner of the 698.3027 acre tract of land herein described;

THENCE South 87° 36' 22" West, at 30.00 feet passing the northeasterly corner of that certain Tract Three (called 20.126 acres) described in deed dated August 7, 1963 to Albert Jiral and wife, Justine Jiral as recorded under County Clerk's File Number B-740097, Film Code Number 094-09-0401 and continuing along the northerly line of the said Jiral Tract Three for a total distance of 1262.19 feet to the center of old 14 inch fence post for corner of the 698.3027 acre tract of land herein described;

THENCE North 56° 16' 58" West, 100.12 feet along the northeasterly line of that certain Tract Two (called 12.71 acres) described in deed dated August 7, 1963 to Albert Jiral and wife, Justine Jiral as recorded under County Clerk's File Number B-740097, Film Code Number 094-09-0401 to the centerline of an old railroad tie for corner of the 698.3027 acre tract of land herein described;

THENCE North 01° 10' 17" West, 599.48 feet along the easterly line of the said Jiral Tract Two to an old car axle found at fence corner for corner of the 698.3027 acre tract of land herein described; said point also being the northeasterly corner of the said Jiral Tract Two;

THENCE South 87° 34' 17" West, 997.75 feet along the northerly line of the said Jiral Tract Two to a 5/8 inch iron rod set in the easterly right-of-way line of the said Burlington and Rock Island Railroad Company for corner of the 698.3027 acre tract of land herein described; said point also being the northwesterly corner of the said Jiral Tract Two;

THENCE North 28° 00' 44" West, 2973.73 feet along the easterly right-of-way line of the said Burlington and Rock Island Railroad Company to a 5/8 inch iron rod set in the southerly right-of-way line of said Lacey Road for corner of the 698.3027 acre tract of land herein described;

THENCE North 87° 30' 34" East, 1006.70 feet along the southerly right-of-way line of said Lacey Road to a 5/8 inch iron rod set in the recognized common survey line between the William Perkins and the Ezekiel Ballard for corner of the 698.3027 acre tract of land herein described;

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THENCE North 02° 24' 34" West, 60.00 feet along the said common survey line between the said Perkins and Ballard to a 5/8 inch iron rod found for corner of the 698.3027 acre tract of land herein described;

THENCE South 87° 30' 34" West, 1035.43 feet along the northerly right-of-way line of said Lacey Road to the TRUE POINT OF BEGINNING and containing 698.3027 acres or 30,418,066 square feet of land.

Together with all right title and interest in and to that certain thirty feet wide roadway easement described as "Third Tract" in that certain Deed dated October 10, 1973, from Grace Ulrich Jones, et al to Douglas B. Marshall, Jr., et al filed for record under Harris County Clerk's File No. D997016, and being granted in that certain Partition Deed by and between Herman Ulrich, et al, dated November 24, 1970, recorded in Volume 8224, Page 499 of the Deed Records of Harris County, Texas.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:
As described on Pages 9 and 10 attached hereto.

All that certain 0.9840 acre tract of land ~~located in the~~ situated in the Ezekiel Ballard Survey, Abstract Number 158 in Harris County, Texas; said 0.9840 acre tract of land being the same tract of land described in deed dated September 19, 1989, as Tract Three: called 0.9836 acres to Legacy Trust Company, Meredith J. Long and Isaac Arnold, Jr. as Trustees of the H.R. Cullen Estate Trust for Hugh Roy Marshall and Legacy Trust Company, Meredith J. Long and Isaac Arnold, Jr., as Trustees of the Lillie C. Cullen Estate Trust for Hugh Roy Marshall as recorded under County Clerk's File Number M-331138, Film Code 157-73-0830 in the Official Public Records of Real Property in Harris County, Texas; said 0.9840 acre tract of land ~~is located in the~~ being more particularly described by metes and bounds as follows: (all bearings are based on Texas State Plane Coordinate System, South Central Zone, NAD-83-Datum, using Metro/Houston 1990 Monumentation Program Survey Marker Number BN-79, North = 13,935,515.542, East = 3,053,507.078 and Number BN-81-1, North = 13,946,295.294, East = 3,047,772.352, Combined Grid Scale Factor = 0.99994397):

COMMENCING at a 5/8 inch iron rod set in the easterly right-of-way line of Burlington and Rock Island Railroad Company (based on a right-of-way width of 100.00 feet) in the northerly right-of-way line of Lacey Road (based on a right-of-way width of 60.00 feet); said point having coordinates: North = 13,940,482.4672, East = 3,050,932.6921;

THENCE North 87° 30' 34" East, 1035.43 feet along the northerly right-of-way line of said Lacey Road to a 5/8 inch iron rod found in the common survey line between the William Perkins Survey, Abstract Number 621 and the Ezekiel Ballard Survey, Abstract Number 158, in Harris County, Texas for the TRUE POINT OF BEGINNING for the 0.9840 acre tract of land for ~~the~~ herein described; said point having coordinates: North = 13,940,527.4611, East = 3,051,967.1481;

THENCE North 02° 21' 04" West, 778.60 feet along the common survey line between the said Perkins and Ballard to a 5/8 inch iron rod set for the common survey corner of the Richard T. Blackburn Survey, Abstract Number 168 and the Ezekiel Ballard Survey, Abstract Number 158, Harris County, Texas; and the northwest corner of the 0.9840 acre tract of land herein described; said point also being the southwest corner of said Tract One: called 49.9735 acre tract in said "Trust Deed";

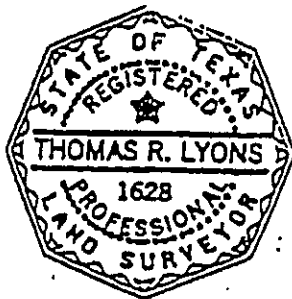
THENCE North 87° 06' 35" East, 53.00 feet along the common survey line between the said Blackburn and Ballard and along the southerly line of said Tract One: called 49.9735 acres to a 5/8 inch iron rod set for the northeast corner of the 0.9840 acre tract of land herein described;

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THENCE South 02° 21' 04" East, 808.97 feet to a 5/8 inch iron rod set for the southeast corner of the 0.9840 acre tract of land herein described;

THENCE South 87° 30' 44" West, 53.00 feet to a 5/8 inch iron rod set in the common survey line between the said Perkins and Ballard for the southwest corner of the 0.9840 acre tract of land herein described;

THENCE North 02° 24' 34" West, 30.00 feet along the common survey line between the Perkins and Ballard to the TRUE POINT OF BEGINNING and containing 0.9840 acres or 42,865 square feet of land.



Thomas R. Lyons

Thomas R. Lyons
Registered Professional Land Surveyor
No. 1628

Job No. 96-10868-17
February 25, 1996

FIELD NOTES

516-43-3827

OPTION TRACT NO. 1 - 64.2125 ACRES

All that certain 64.2125 acre tract of land situated in the William Perkins Survey, Abstract Number 621, Harris County, Texas; said 64.2125 acre tract of land being the same tract of land described in deed dated April 24, 1970 as Third Tract (called 64.258 acres) to W: Oscar Neuhas, Trustee as recorded under County Clerk's File Number D-103938, Film Code Number 116-24-1972 in the Official Public Records of Real Property in Harris County, Texas; said 64.2125 acre tract of land being more particularly described by metes and bounds as follows: (all bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD-83-DATUM, using Metro/Houston 1990 Monumentation Program Survey Marker Number BN-79, North-13,935,515.542, East-3,053,507.078 and BN-81, North-13,946,295.294, East-3,047,772.352, combined grid scale factor = 0.99994397):

COMMENCING at the intersection of the southerly right-of-way line of Boudreaux Road (based on a right-of-way width of 50.00 feet) with the westerly right-of-way line of Huffsmith-Kohrville Road (based on a right-of-way width of 43.43) said point having coordinates: North-13,946,709.35, East-3,047,071.80;

THENCE South 03° 22' 53" West, 1117.64 feet along the westerly right-of-way line of said Huffsmith-Kohrville Road to a 1/2 inch iron rod found for the TRUE POINT OF BEGINNING for the 64.2125 acre tract of land herein described; said point having coordinates: North-13,945,592.67, East-3,047,025.36; said point also being in the recognized common line between the John Lenze Survey, Abstract No. 1406 and the William Perkins Survey, Abstract No. 621;

THENCE South 03° 22' 53" West, 1525.61 feet along the westerly right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found for the southeasterly corner of the 64.2125 acre tract of land herein described; said point also being the most easterly northeast corner of the residue of that certain 49.4968 acres (called) described as Tract II in deed dated February 23, 1987 to N.D.C., Inc., as recorded under County Clerk's File Number K-999440, Film Code Number 074-77-0914 in the Official Public Records of Real Property in Harris County, Texas;

THENCE South 87° 46' 47" West, along the northerly line of the residue of the said 49.4968 acre tract at 871.93 feet passing the northeasterly corner of Three Lakes East, Section One, Subdivision as recorded in Volume 326, Page 36 of the Map Records of Harris County, Texas and continuing along the northerly line of the said Three Lakes East, Section One, Subdivision for a total distance of 1759.23 feet to a 5/8 inch iron rod set for the southwestly corner of the 64.2125 acre tract of land herein described; said point also being the southeasterly corner of that certain 4.127

acres (called) described in deed dated February 8, 1984 to the Harris County Flood Control District as recorded under County Clerk's File Number J-514817, Film Code Number 082-95-1520 in the Official Public Records of Real Property in Harris County, Texas:

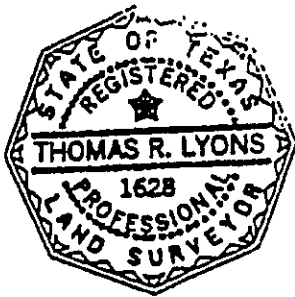
THENCE North 02° 52' 40" West, along the easterly line of the said 4.127 acre tract at 1398.14 feet passing the called northeasterly corner of the said 4.127 acre tract, and continuing along the easterly line of the residue of the said 49.4968 acre tract for a total distance of 1518.15 feet to a 5/8 inch iron rod found in the recognized common survey line between the said Lenze and Perkins for the northwesterly corner of the 64.2125 acre tract of land herein described;

THENCE North 87° 46' 18" East, along the recognized common survey line between the said Lenze and Perkins and the southerly line of that certain 5.3378 acres (called) described in the Partition Deed dated August 8, 1970 as Tract One to Joann Lenze Atkinson as recorded under County Clerk's File Number D-176518, Film Code Number 120-26-1325 in the Official Public Records of Real Property in Harris County, Texas at 208.52 feet passing the called southwesterly corner of that certain 4.2702 acres (called) described in the Partition Deed dated August 8, 1970 as Tract Two to Alton and Elaine Laskowski as recorded under County Clerk's File Number D-176518, Film Code Number 120-26-1325 in the Official Public Records of Real Property in Harris County, Texas; and continuing along the southerly line of the said 4.2702 acre tract at 375.37 feet passing the called southwesterly corner of that certain 4.2702 acres (called) described in deed dated March 31, 1994 to Michael Alan Travis as recorded under County Clerk's File Number P-787313, Film Code Number 094-67-1221 in the Official Public Records of Real Property in Harris County, Texas and continuing along the southerly line of the said 4.2702 acre tract at 542.25 feet passing the called southwesterly corner of that certain 5.3377 acres (called) described in deed dated March 31, 1994 to Michael Alan Travis as recorded under County Clerk's File Number P-958691, Film Code Number 500-15-3267 in the Official Public Records of Real Property in Harris County, Texas and continuing along the southerly line of the said 5.3377 acre tract at 750.93 feet passing the called southwesterly corner of that certain 9.6079 acres (called) described in deed dated May 31, 1978 as Second Tract to Lawrence Lenze as recorded under County Clerk's File Number F-632217, Film Code Number 197-07-1452 in the Official Public Records of Real Property in Harris County, Texas and continuing along the southerly line of the said 9.6079 acre tract at 1126.69 feet passing the called southwesterly corner of that certain 9.6079 acres (called) described in deed dated May 31, 1978 as First Tract to Annie (Ann) Bahr as recorded under County Clerk's File Number F-632217, Film Code Number 197-07-1452 in the Official Public Records of Real Property in Harris County, Texas and continuing along the southerly line of the said Bahr 9.6079 acre

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tract at 1502.46 feet passing the called southwesterly corner of that certain 1.1849 acres (called) described in deed dated July 18, 1978 to Stephen T. Palmer as recorded under County Clerk's File Number F-701680, Film Code Number 101-98-0109 in the Official Public Records of Real Property in Harris County, Texas and continuing along the southerly line of the said 1.1849 acre tract for a total distance of 1925.57 to the TRUE POINT OF BEGINNING and containing 64.2125 acres or 2,797,095 square feet of land.



Thomas R. Lyons

Thomas R. Lyons
Registered Professional Land Surveyor
No. 1628

Job No. 96-10868-1
January 28, 1996
Revised January 29, 1996

FIELD NOTES

516-43-3830

OPTION TRACT NO. 2 - 109.9784 ACRES

All that certain 109.9784 acre tract of land situated in the William Perkins Survey, Abstract Number 621, Harris County, Texas; said 109.9784 acre tract of land being the same tract of land described in deed dated April 24, 1970 as Second Tract (called 109.997 acres) to W. Oscar Neuhas, Trustee as recorded under County Clerk's File Number D-103938, Film Code Number 116-24-1972 in the Official Public Records of Real Property in Harris County, Texas; said 109.9784 acre tract of land being more particularly described by metes and bounds as follows: (all bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD-83-DATUM, using Metro/Houston 1990 Monumentation Program Survey Marker Number BN-79, North-13,935,515.542, East-3,053,507.078 and BN-81, North-13,946,295.294, East-3,047,772.352, combined grid scale factor = 0.99994397):

COMMENCING at the intersection of the southerly right-of-way line of Boudreaux Road (based on a right-of-way width of 50.00 feet) with the westerly line of Burlington and Rock Island Railroad Company 100.00 feet wide right-of-way said point having coordinates: North-13,946,725.47, East-3,047,498.25;

THENCE South 28° 00' 44" East, 1235.43 feet along the westerly right-of-way line of said Burlington and Rock Island Railroad Company to a 1/2 inch iron rod found in the recognized common survey line between the John Lenze Survey, Abstract Number 1406 and the William Perkins Survey, Abstract Number 621 for the TRUE POINT OF BEGINNING of the 109.9784 acre tract of land herein described; said point having coordinates: North-13,945,634.77, East-3,048,078.48; said point also being the southeasterly corner of that certain 10.487 acres (called) described in deed dated August 1, 1994 to Southwest Refrigeration Systems Company as recorded under County Clerk's File No. P-991182, Film Code Number 500-43-2436 in the Official Records of Real Property in Harris County, Texas;

THENCE South 28° 00' 44" East, 3764.01 feet along the westerly right-of-way line of the said Burlington and Rock Island Railroad Company to a 5/8 inch iron rod set for the most southeasterly corner of the 109.9784 acre tract of land herein described; said point also being the northeasterly corner of that certain 10.3075 acres (called) described in deed dated August 24, 1993 in Exhibit "A" to Gilbert Starkweather as recorded under County Clerk's File Number P-652800, Film Code Number 197-59-0342 in the Official Public Records of Real Property in Harris County, Texas;

THENCE South 87° 54' 26" West, along the northerly line of the said 10.3075 acre tract at 19.68 feet (called) passing the northeasterly corner of that certain 11.5000 acres described in deed dated August 16, 1993 to Joel D. Bracewell and spouse, Trigg C. Bracewell as recorded under County Clerk's File Number P-411648, Film Code Number 168-47-1023 in the Official Public Records of Real Property in Harris County, Texas and continuing along the northerly line of the said 11.5000 acre tract at 320.47 feet (called) passing the most easterly northeasterly corner of the residue of that certain 65.67 acres (called) described in deed dated April 29, 1983 to Milton T. Graves, Trustee and Joe Lee Todd, Trustee as recorded under County Clerk's File Number H-929018, Film Code Number 845-87-1532, in the Official Public Records of Real Property in Harris County, Texas and continuing along the northerly line of the residue of the said 65.67 acre tract for a total distance of 1320.82 feet to a 5/8 inch iron rod found for the most southerly southwest corner of the 109.9784 acre tract of land herein described;

THENCE North 02° 59' 56" West, 882.38 feet along the easterly line of the residue of the said 65.67 acre tract to a 5/8 inch iron rod found for corner of the 109.9784 acre tract of land herein described; said point also being the most northerly northeasterly corner of the residue of the said 65.67 acre tract;

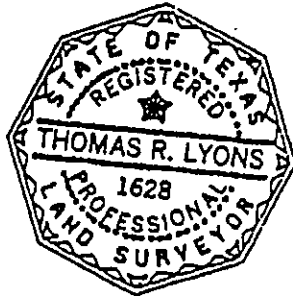
THENCE South 87° 09' 31" West, along the northerly line of the residue of the said 65.67 acre tract at 601.26 feet passing the called northeasterly corner of that certain 10.0000 acres (called) described in deed dated May 3, 1983 to the Most Reverend John L. Morkovsky, Bishop of the Diocese of Galveston-Houston of the Catholic Church as recorded under County Clerk's File Number H-929019, Film Code Number 045-87-1535, in the Official Public Records of Real Property in Harris County, Texas and continuing along the northerly line of the said 10.0000 acre tract for a total distance of 1056.67 feet to a one inch galvanized iron pipe found for the most southerly southwest corner of the 109.9784 acre tract of land herein described; said point also being the southeasterly corner of that certain 12.898 acres (called) described in deed dated August 2, 1995 to Lynn Warner and Jerome Wunderlich as recorded under County Clerk's File Number R-511004, Film Code Number 504-79-2788 in the Official Public Records of Real Property in Harris County, Texas;

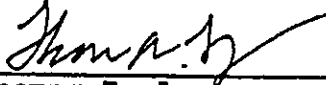
THENCE North 02° 15' 42" West, 1252.12 feet along the easterly line of the said 12.898 acre tract to a one galvanized iron pipe found for corner of the 109.9784 acre tract of land herein described; said point also being the northeasterly corner of the said 12.898 acre tract;

TRANCE South 87° 56' 55" West, 381.49 feet along the northerly line of the said 12.898 acre tract to a 1/2 inch iron rod found in the easterly right-of-way line of Huffsmith-Kohrville Road (based on a right-of-way width of 43.43 feet) for the most westerly southwest corner of the 109.9784 acre tract of land herein described;

TRANCE North 03° 22' 53" East, 1266.72 feet along the easterly right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod set in the recognized common survey line between the said John Lenze Survey and the William Perkins Survey for the northwesterly corner of the 109.9784 acre tract of land herein described;

TRANCE North 87° 42' 14" East, 1010.43 feet along the recognized common survey line between the said John Lenze Survey and the William Perkins Survey and the southerly line of the said 10.487 acre tract to the TRUE POINT OF BEGINNING and containing 109.9784 acres or 4,790,661 square feet of land.





Thomas R. Lyons
Registered Professional Land Surveyor
No. 1628

Job No. 96-10868-2
January 28, 1996
Revised January 29, 1996
Revised February 27, 1996

FIELD NOTES

516-43-3833

OPTION TRACT NO. 3 - 1299.2662 ACRES

All that certain 1299.2662 acre tract of land situated in the Ezekial Ballard Survey, Abstract No. 158; the Richard T. Blackburn Survey, Abstract No. 168; the Thomas Martin Survey, Abstract No. 552; the William Perkins Survey, Abstract No. 621; the John Lenze Survey, Abstract No. 1406; the G.C. & S.F.R.R. Survey (also known as the John B. Vinson Survey), Abstract No. 1499; the J.H. Suttles Survey, Abstract No. 1660; and the H.D. Laird Survey, Abstract No. 1669; Harris County, Texas; said 1299.2662 acre tract of land consisting of the following described tracts:

1. Part of that Tract Number One, 60.0186 acre tract (called) described in deed dated April 22, 1969 as recorded under County Clerk's File Number C-900289, Film Code Number 104-30-0211 in the Official Public Records of Real Property in Harris County, Texas;
2. Part of that 62.8937 acre tract (called) described in deed dated July 30, 1959 as recorded under County Clerk's File Number B-047032, Film Code Number 004-01-1379 in the Official Public Records of Real Property in Harris County, Texas;
3. Part of that First Tract, 98.681 acre tract (called) described in deed dated April 24, 1970 as recorded under County Clerk's File Number D-103938, Film Code Number 116-24-1972 in the Official Public Records of Real Property in Harris County, Texas;
4. Part of that certain four and one-half acre tract (called) described in deed dated August 24, 1962 as recorded under County Clerk's File Number B-557503, Film Code Number 075-12-0451 in the Official Public Records of Real Property in Harris County, Texas;
5. Part of that certain 10.83 acre tract (called) described in deed dated September 18, 1962 as recorded under County Clerk's File Number B-575779, Film Code Number 077-10-0412 in the Official Public Records of Real Property in Harris County, Texas;
6. Part of that certain Second Tract (called 25.2589 acres) described in deed dated July 23, 1969 as recorded under County Clerk's File Number C-954490, Film Code Number 107-33-0528 in the Official Public Records of Real Property in Harris County, Texas;
7. All of that certain First Tract (called 24.2609 acres) described in deed dated July 23, 1969 as recorded under County Clerk's File Number C-954490, Film Code Number 107-33-0528 in the Official Public Records of Real Property in Harris County, Texas;

8. All of that certain Third Tract (called 0.970 acres) described in deed dated July 23, 1969 as recorded under County Clerk's File Number C-954490, Film Code Number 107-33-0528 in the Official Public Records of Real Property in Harris County, Texas;
9. All of that certain Fourth Tract (called 24.0037 acres) described in deed dated July 23, 1969 as recorded under County Clerk's File Number C-954490, Film Code Number 107-33-0528 in the Official Public Records of Real Property in Harris County, Texas;
10. All of that certain Fifth Tract (called 23.713 acres) described in deed dated July 23, 1969 as recorded under County Clerk's File Number C-954490, Film Code Number 107-33-0528 in the Official Public Records of Real Property in Harris County, Texas;
11. Part of that certain Tract One (called 553.628 acres) described in deed dated November 13, 1957 as recorded in Volume 3426, Page 4 of the Deed Records of Harris County, Texas;
12. Part of that certain Tract Number Two (called 1.1612 acres) described in deed dated April 22, 1969 as recorded under County Clerk's File Number C-900289, Film Code Number 104-30-0211 in the Official Public Records of Real Property in Harris County, Texas;
13. Part of that certain Tract Number Three (called 1.6899 acres) described in deed dated April 22, 1969 as recorded under County Clerk's File Number C-900289, Film Code Number 104-30-0211 in the Official Public Records of Real Property in Harris County, Texas;
14. Part of Tract Two (called 1.214 acres) described in deed dated November 13, 1957 as recorded in Volume 3426, Page 4 of the Deed Records of Harris County, Texas;
15. Part of Tract Three (called 1.056 acres) described in deed dated November 13, 1957 as recorded in Volume 3426, Page 4 of the Deed Records of Harris County, Texas;
16. Part of Tract Four (called 0.405 acres) described in deed dated November 13, 1957 as recorded in Volume 3426, Page 4 of the Deed Records of Harris County, Texas;
17. All that certain First Tract (called 118.2623 acres) described in deed dated May 18, 1971 as recorded under County Clerk's File Number D-829440, Film Code No. 128-40-0899 in the Official Public Records of Real Property in Harris County, Texas;

18. All that certain Second Tract (called 2.2684 acres) described in deed dated May 18, 1971 as recorded under County Clerk's File Number 829440, Film Code No. 128-40-0899 in the Official Public Records of Real Property in Harris County, Texas;
19. All that certain 143.1172 acre tract (called) described in deed dated July 11, 1974 as recorded under County Clerk's File Number E-204027, Film Code No. 106-16-2069 in the Official Public Records of Real Property in Harris County, Texas;
20. All that certain 63.4098 acre tract (called) described in deed dated July 11, 1974 as recorded under County Clerk's File Number E-204027, Film Code No. 106-16-2069 in the Official Public Records of Real Property in Harris County, Texas;
21. All that certain 26.724 acre tract (called) described in deed dated June 23, 1962 as recorded under County Clerk's File Number B-526645, Film Code No. 072-09-0592 in the Official Public Records of Real Property in Harris County, Texas;
22. All that certain 5.7377 acre tract (called) described in deed dated October 27, 1965 as recorded under County Clerk's File Number C-203583, Film Code No. 042-29-0340 in the Official Public Records of Real Property in Harris County, Texas;
23. All that certain 26.6989 acre tract (called) described in deed dated October 27, 1965 as recorded under County Clerk's File Number C-203582, Film Code No. 042-29-0334 in the Official Public Records of Real Property in Harris County, Texas;
24. All that certain 35.000 acre tract (called) described in deed dated November 6, 1962 as recorded under County Clerk's File Number B-596017, Film Code No. 079-11-0693 in the Official Public Records of Real Property in Harris County, Texas;
25. All that certain 92.000 acre tract (called) described in deed dated February 14, 1969 as recorded under County Clerk's File Number C-864261, Film Code No. 102-28-2058 in the Official Public Records of Real Property in Harris County, Texas;

Said 1299.2662 acre tract of land being more particularly described by metes and bounds as follows: (All bearings are based on Texas State Plane Coordinate System, South Central Zone, NAD-83-Datum, using Metro/Houston 1990 Monumentation Program Survey Marker Number BN-79, North=13,935,515.542, East=3,053,507.078 and Number BN-81-1, North=13,946,295.294, East=3,047,772.352, Combined Grid Scale Factor = 0.99994397):

BEGINNING at a 5/8 inch iron rod set in the easterly right-of-way line of Burlington and Rock Island Railroad Company (based on a right-of-way of 100.00 feet) in the southerly right-of-way line of Boudreaux Road (based on a right-of-way width of 50.00 feet); said point having coordinates: North = 13,946,729.6700, East = 3,047,609.2859;

THENCE North 87° 50' 04" East, 88.89 feet along the southerly right-of-way line of said Boudreaux Road to a 5/8 inch iron rod set for the northwesterly corner of that certain 5.08367 acre tract (called) described in deed dated January 6, 1995 to Crestex, Inc., as recorded under County Clerk's File Number R-230443, Film Code No. 502-46-0048 in the Official Public Records of Real Property in Harris County, Texas for corner of the 1299.2662 acre tract of land herein described;

THENCE South 28° 00' 44" East, 600.00 feet along the westerly line of the said 5.08367 acre tract to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the southwesterly corner of the said 5.08367 acre tract;

THENCE North 87° 50' 04" East, 410.18 feet along the southerly line of the said 5.08367 acre tract to a 5/8 inch iron rod found for corner of the 1299.2662 acre tract of land herein described; said point also being the southeasterly corner of the said 5.08367 acre tract;

THENCE North 28° 00' 44" West, 600.00 feet along the easterly line of the said 5.08367 acre tract to a 5/8 inch iron rod found in the southerly right-of-way line of Boudreaux Road for corner of the 1299.2662 acre tract of land herein described; said point also being the northeasterly corner of the said 5.08367 acre tract;

THENCE North 87° 50' 04" East, 2648.85 feet along the southerly right-of-way line of said Boudreaux Road to a 5/8 inch iron rod found for corner of the 1299.2662 acre tract of land herein described;

THENCE North 38° 45' 35" East, 1466.43 feet along the southeasterly right-of-way line of said Boudreaux Road to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described;

THENCE North 42° 46' 23" East, 576.63 feet along the southeasterly right-of-way line of said Boudreaux Road to a 5/8 inch iron set for corner of the 1299.2662 acre tract of land herein described; said point also being the northwesterly corner of that certain 2.7018 acre tract (called) described in deed dated December 13, 1994 to Raymond J. Niehouse, II and wife, Sophie M. Niehouse as recorded under County Clerk's File No. R-190538, Film Code Number 502-12-1168 in the Official Public Records of Real Property in Harris County, Texas;

THENCE South 47° 13' 07" East, 257.00 feet along the westerly line of said 2.7018 acre tract to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the southwesterly corner of the said 2.7018 acre tract;

THENCE North 42° 46' 23" East, 458.00 feet along the southerly line of the said 2.7018 acre tract to a 5/8 inch iron rod found for corner of the 1299.2662 acre tract of land herein described; said point also being the southeasterly corner of the said 2.7018 acre tract;

THENCE North 47° 13' 06" West, 257.00 feet along the easterly line of the said 2.7018 acre tract to a 5/8 inch iron rod found in the southerly right-of-way line of said Boudreaux Road for corner of the 1299.2662 acre tract of land herein described; said point also being the northeasterly corner of the said 2.7018 acre tract;

THENCE North 42° 46' 23" East, 846.98 feet along the southerly right-of-way line of said Boudreaux Road to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the northwesterly corner of that certain 0.4591 acre tract (called) described in deed dated July 16, 1986 to A. Leroy Sargent as recorded under County Clerk's File No. K-738259, Film Code Number 058-77-2280 in the Official Public Records of Real Property in Harris County, Texas;

THENCE South 47° 11' 53" East, 200.00 feet along the westerly line of the said 0.4591 acre tract to a set 5/8 inch iron rod for corner of the 1299.2662 acre tract of land herein described; said point also being the southwesterly corner of the said 0.4591 acre tract;

THENCE North 42° 46' 23" East, along the southerly line of the said 0.4591 acre tract at 100.00 feet passing the called southwesterly corner of that certain 1/2 acre tract (called) described in deed dated June 25, 1973 to Kent McGaughy and Harry R. Jones, Jr. as recorded under County Clerk's File Number D-942590, Film Code Number 165-34-1078 in the Official Public Records of Real Property in Harris County, Texas; and continuing along the southerly line of the said 1/2 acre tract for a total distance of 200.00 feet to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the southeasterly corner of the said 1/2 acre tract and in the westerly line of that certain Parcel One: called 15.003 acres described in deed dated April 6, 1994 to Calvin Klein and Shelia Sue Klein as recorded under County Clerk's File Number P-796453, Film Code Number 094-75-3216 in the Official Public Records of Real Property in Harris County, Texas;

THENCE South 47° 11' 53" East, 688.14 feet along the westerly line of said Parcel One: 15.003 acres to a 2" galvanized iron pipe found in the southerly line of the said Thomas Martin Survey, Abstract Number 552 and the northerly line of the H.D. Laird Survey, Abstract Number 1669, Harris County, Texas for corner of the 1299.2662 acre tract of land herein described; said point also being the southwesterly corner of said Parcel One: 15.003 acres;

THENCE North 87° 35' 43" East, along the recognized southerly line of the said Martin Survey and the southerly line of said Parcel One: 15.003 acres at 792.80 feet passing the called southwesterly

corner of that certain Parcel Two: 16.455 acres (called) described in deed dated April 6, 1994 to Calvin Klein and Shelia Sue Klein as recorded under County Clerk's File Number P-796453, Film Code Number 094-75-3216 in the Official Public Records of Real Property in Harris County, Texas; and continuing along the southerly line of the said Martin Survey and the southerly line of the Parcel Two: 16.455 acres at 1402.82 feet (called) passing the southwesterly corner of that certain Tract "D" (called) 61.111512 acres described in deed dated March 31, 1993 to Northwest Airport Management, Inc. as recorded under County Clerk's File Number P-161764, Film Code Number 124-55-0985 in the Official Public Records of Real Property in Harris County, Texas and continuing along the southerly line of the said Martin Survey and the southerly line of said Tract "D" (called) 61.111512 acres for a total distance of 2892.29 feet to 1/2 inch iron rod found for corner 1299.2662 acre tract of land herein described; said point also being the recognized southeasterly corner of the said Tract "D" (called) 61.111512 acres and northwesterly corner of that certain Tract "H" (called) 19.677227 acres described in deed dated March 31, 1993 to Northwest Airport Management, Inc. as recorded under County Clerk's File Number P-161764, Film Code Number 124-55-0985 in the Official Public Records of Real Property in Harris County, Texas said point also being in the recognized common survey line between the said Thomas Martin Survey, Abstract Number 552 and the J.H. Suttles Survey, Abstract Number 1660, Harris County, Texas;

THENCE South 01° 01' 59" East, 284.58 feet along the westerly line of the said Tract "H" (called) 19.677227 acres to a wood fence post for corner of the 1299.2662 acre tract of land herein described; said point also being the southwesterly corner of the said Tract "H" (called) 19.677227 acre tract of land;

THENCE North 87° 49' 20" East, 1782.57 feet along the southerly line of the said Tract "H" (called) 19.677227 acres to a 1/2 inch iron rod found in the top of wood fence post for corner of the 1299.2662 acre tract of land herein described; said point also being the northwesterly corner of that certain Tract "I" (called) 21.840939 acres described in deed dated March 31, 1993 to Northwest Airport Management, Inc. as recorded under County Clerk's File Number P-161764, Film Code Number 124-55-0985 in the Official Public Records of Real Property in Harris County, Texas;

THENCE South 03° 11' 02" East, 881.43 feet along the westerly line of the said Tract "I" (called) 21.840939 acres to 5/8 inch iron rod found for corner of the 1299.2662 acre tract of land herein described; said point also being the southwesterly corner of the said Tract "I" (called) 21.840939 acre tract of land; said point also being in the recognized common survey line between said J.H. Suttles Survey, Abstract Number 1660 and the G.C. & S.F.R.R. Survey (also known as the John B. Vinson Survey), Abstract Number 1499, Harris County, Texas;

THENCE North 86° 39' 42" East, 327.52 feet along the southerly line of said Tract "I" (called) 21.840939 acres and the recognized common survey line between the said Suttles and the G.C. & S.F.R.R. (also known as the John B. Vinson) to a 3/4 inch galvanized iron pipe found for corner of the 1299.2662 acre tract of land herein described; said point also being recognized northwesterly corner of that certain Tract "J" (called) 26.981543 acres described in deed dated March 31, 1993 to Northwest Airport Management, Inc. as recorded under County Clerk's File Number P-161764, Film Code Number 124-55-0985 in the Official Public Records of Real Property in Harris County, Texas;

THENCE South 03° 10' 51" East, 878.47 feet along the westerly line of said Tract "J" (called) 26.981543 acres to a 3/4 inch galvanized iron pipe found for corner of the 1299.2662 acre tract of land herein described; said point also being the northwesterly corner of that certain called 93.5527 acre tract (resurveyed to be 93.4657 acres) described in deed dated July 6, 1978 to Margaret Cullen Marshall and Wilhelmina Cullen Robertson, Trustees of the Lillie C. Cullen Estate Trust for Douglas B. Marshall, Jr. and of the Lillie C. Cullen Estate Trust for Hugh Roy Marshall as recorded under County Clerk's File Number F-702619, Film Code Number 101-99-0783 in the Official Public Records of Real Property in Harris County, Texas;

THENCE South 86° 50' 43" West, 4597.16 feet along the northerly line of the said 93.4657 acre tract to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the northwesterly corner of the said 93.4657 acre tract of land;

THENCE South 03° 10' 57" East, 885.70 feet along the westerly line of the said 93.4657 acre tract to a 5/8 inch iron rod set in the recognized common survey line between the said G.C. & S.F.R.R. Survey (also known as the John B. Vinson Survey), Abstract Number 1499 and the said Richard T. Blackburn Survey, Abstract Number 168, Harris County, Texas for corner of the 1299.2662 acre tract of land herein described; said point also being the southwesterly corner of the said 93.4657 acre tract of land;

THENCE North 86° 50' 08" East, 2774.45 feet along the southerly line of the said 93.4657 acre tract and the recognized common survey line between the said G.C. & S.F.R.R. Survey (also known as the John B. Vinson Survey) and the said Richard T. Blackburn Survey to an old one inch iron bar set in concrete on the north side of wood fence post found for corner of the 1299.2662 acre tract of land herein described; said point also being the most northerly corner of that certain 19.454 acre tract (called) described in deed dated November 14, 1954 to Erma Hildebrandt and her husband, Harmon Hildebrandt as recorded in Volume 2855, Page 712 in the Deed Records of Harris County, Texas;

THENCE South 34° 30' 30" East, along the westerly line of the said 19.454 acre tract (called) at 2323.29 feet passing the called southwesterly corner of the said 19.454 acre tract (called); said point also being the northwesterly corner of that certain 4.3829 acre tract (called) described in Exhibit "B" of deed dated April 1, 1994 to Rickie and Daniel Kubiak as recorded under County Clerk's File Number R-089751, Film Code Number 501-29-3534 in the Official Public Records of Real Property in Harris County, Texas and continuing along the westerly line of the said 4.3829 acre tract (called) at 2583.29 feet passing the called northwesterly corner of that certain 0.4992 acre tract (called) described in Exhibit "A" of deed dated April 1, 1994 to Rickie and Daniel Kubiak as recorded under County Clerk's File Number R-089751, Film Code Number 501-29-3534 in the Official Public Records of Real Property in Harris County, Texas and continuing along the westerly line of the said 0.4992 acre tract (called) at 2613.29 feet passing the called northwesterly corner that certain 14.5789 acre tract (called) described in deed dated August 31, 1979 to William R. Stanley, Trustee as recorded under County Clerk's File Number G-226026 in the Official Public Records of Real Property in Harris County, Texas; said 14.5789 acres also being known as Homestead Oaks, an Unrecorded Subdivision; and continuing along the westerly line of Block Three, of said Homestead Oaks Unrecorded Subdivision for a total distance of 3484.29 feet to a one inch galvanized iron pipe found for corner of the 1299.2662 acre tract of land herein described;

THENCE South 34° 25' 38" East, along the westerly line of said Block Three, Homestead Oaks Unrecorded Subdivision at 27.80 feet passing the northwesterly corner of that certain 15.311 acre tract (called) described in deed dated March 23, 1989 to Gladys Ann Strickland as recorded under County Clerk's File Number M-100445, Film Code Number 143-68-0859 in the Official Public Records of Real Property in Harris County, Texas and continuing for a total distance of 960.63 feet along the westerly line of the said 15.311 acre tract (called) to a one inch galvanized iron pipe found for corner of the 1299.2662 acre tract of land herein described; said point also being the recognized northwesterly corner of the S. McFerron Survey, Abstract Number 531, Harris County, Texas and the northeasterly corner of that certain 26.9668 acre tract (called) described in deed dated October 26, 1979 to W. Oscar Neuhaus, Trustee as recorded under County Clerk's File Number G-365118, Film Code Number 146-97-1341 in the Official Public Records of Real Property in Harris County, Texas;

THENCE South 55° 11' 45" West, 888.15 feet along the northerly line of the said 26.9668 acre tract (called) to a one inch galvanized iron pipe found for corner of the 1299.2662 acre tract of land herein described; said point also being the northwesterly corner of the said 26.9668 acre tract (called);

THENCE South 34° 24' 17" East, along the westerly line of the said 26.9668 acre tract (called) at 1102.74 feet passing the northwesterly corner of that certain 3.0246 acre tract (called) described in deed to Wanda Maynard as recorded under County Clerk's File Number P-378659 in the Official Public Records of Real Property in Harris County, Texas and continuing along the westerly line of the said 3.0246 acre tract (called) for a total distance of 1469.81 feet to a 5/8 inch iron rod set in the northerly right-of-way line of Spring-Cypress Road (based on a right-of-way width of 80.00 feet) for corner of the 1299.2662 acre tract of land herein described; said point also being the southwestery corner of the said 3.0246 acre tract (called);

THENCE South 55° 11' 20" West, 402.83 feet along the northerly right-of-way line of said Spring-Cypress Road to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the southeasterly corner of that certain 1.850 acre tract (called) described as the Sixth Tract in deed dated October 23, 1992, but effective as of April 30, 1981 to Mary Lillian Walsh as recorded under County Clerk's File Number N-929687, Film Code Number 112-54-3095 in the Official Public Records of Real Property in Harris County, Texas;

THENCE North 34° 23' 36" West, 266.06 feet along the easterly line of the said 1.850 acre tract (called) to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the northeasterly corner of the said 1.850 acre tract (called);

THENCE South 55° 11' 20" West, along the northerly line of the said 1.850 acre tract (called) at 303.89 feet passing the northeasterly corner of that certain Seventh Tract (called) 1.00 acre described in deed dated July 23, 1969 and being the residue of the Benjamin F. Acord property conveyed to W. Oscar Neuhaus, Trustee as recorded under County Clerk's File Number C-954490, Film Code Number 107-33-0528 in the Official Public Records of Real Property in Harris County, Texas and continuing along the northerly line of the said 1.00 acre (called) for a total distance of 467.62 feet to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the northwesterly corner of the said 1.00 acre (called);

THENCE South 34° 48' 40" East, 266.05 feet along the westerly line of the said 1.00 acre (called) to a 5/8 inch iron rod set in the northerly right-of-way line of said Spring-Cypress Road for corner of the 1299.2662 acre tract of land herein described; said point also being the southwestery corner of the said 1.00 acre (called);

THENCE South 55° 11' 20" West, 105.53 feet along the northerly right-of-way line of said Spring-Cypress Road to a 5/8 inch iron rod found for point of curve;

rod found for corner of the 1299.2662 acre tract of land herein described;

THENCE South 87° 06' 35" West, 2997.37 feet parallel to and 20.00 feet southerly of the common survey line between the Richard T. Blackburn Survey, Abstract Number 168 and the Ezekiel Ballard Survey, Abstract Number 158, Harris County, Texas to a 5/8 inch iron rod set for corner of the 1299.662 acre tract herein described;

THENCE North 02° 21' 41" West, at 1118.66 feet passing a 5/8 inch iron rod set for the southwesterly corner of that certain 67.6177 acre tract of land described in deed dated September 19, 1989 as Tract One: called 49.9735 acres, Tract Two: called 16.6657 acres and Tract Three: called 0.9836 acres to Legacy Trust Company, Meredith J. Long and Isaac Arnold, Jr. as Trustees of the H.R. Cullen Estate Trust for Hugh Roy Marshall and Legacy Trust Company, Meredith J. Long and Isaac Arnold, Jr., as Trustees of the Lillie C. Cullen Estate Trust for Hugh Roy Marshall as recorded under County Clerk's File Number M-331138, Film Code Number 157-73-0830 in the Official Public Records of Real Property in Harris County, Texas; and continuing along the easterly line of the said 67.6177 acre tract for a total distance of 1668.50 feet to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the northeasterly corner of the said 67.6177 acre tract of land;

THENCE South 87° 08' 12" West, 2640.20 feet along the northerly line of the said 67.6177 acre tract of land to a 5/8 inch iron rod set in the recognized common survey line between the William Perkins Survey, Abstract Number 621 and the Richard T. Blackburn Survey, Abstract Number 168, Harris County, Texas; for corner of the 1299.2662 acre tract of land herein described; said point also being the northwesterly corner of the said 67.6177 acre tract of land;

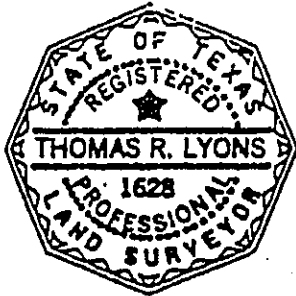
THENCE North 02° 21' 04" West, 234.49 feet along the recognized common survey line between the said Perkins and Blackburn to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described;

THENCE South 87° 30' 34" West, 2224.61 feet to a 5/8 inch iron rod set in the easterly line of that certain 6.940 acre tract (called) described in deed dated June 17, 1959 to Houston Lighting & Power Company as recorded in Volume 3734, Page 549 of the Deed Records of Harris County, Texas for corner of the 1299.2662 acre tract of land herein described;

THENCE North 28° 00' 44" West, 2885.55 feet along the easterly line of said Houston Lighting & Power Company 6.940 acre fee tract to a 5/8 inch iron rod set for corner of the 1299.2662 acre tract of land herein described; said point also being the northeasterly corner of the said Houston Lighting & Power Company 6.940 acre fee tract;

THENCE North 89° 45' 16" West, 90.82 feet along the northerly line of the said Houston Lighting & Power Company 6.940 acre fee tract to a 5/8 inch iron rod set in the easterly right-of-way line of said Burlington and Rock Island Railroad Company for corner of the 1299.2662 acre tract of land herein described; said point also being the northwesterly corner of the said Houston Lighting & Power Company 6.940 acre fee tract;

THENCE North 28° 00' 44" West, 1235.10 feet along the easterly right-of-way line of the said Burlington and Rock Island Railroad Company to the POINT OF BEGINNING and containing 1299.2662 acres or 56,596,036 square feet of land.



Thomas R. Lyons

Thomas R. Lyons
Registered Professional Land Surveyor
No. 1628

Job No. 96-10868-3
February 8, 1996
Revised February 9, 1996
Revised February 22, 1996
Revised February 25, 1996
Revised February 27, 1996
Revised February 28, 1996

FIELD NOTES

0.9840 ACRE TRACT

516-43-3844

Undivided One-Third (1/3rd) interest in and to the following described tract of land: All that certain 0.9840 acre tract of land ~~as shown on map~~ roadway ~~situated~~ situated in the Ezekiel Ballard Survey, Abstract Number 158 in Harris County, Texas; said 0.9840 acre tract of land being the same tract of land described in deed dated September 19, 1989 as Tract Three: called 0.9836 acres to Legacy Trust Company, Meredith J. Long and Isaac Arnold, Jr. as Trustees of the H.R. Cullen Estate Trust for Hugh Roy Marshall and Legacy Trust Company, Meredith J. Long and Isaac Arnold, Jr., as Trustees of the Lillie C. Cullen Estate Trust for Hugh Roy Marshall as recorded under County Clerk's File Number M-331138, Film Code 157-73-0830 in the Official Public Records of Real Property in Harris County, Texas; said 0.9840 acre tract of land ~~as shown on map~~ being more particularly described by metes and bounds as follows: (all bearings are based on Texas State Plane Coordinate System, South Central Zone, NAD-83-Datum, using Metro/Houston 1990 Monumentation Program Survey Marker Number BN-79, North = 13,935,515.542, East = 3,053,507.078 and Number BN-81-1, North = 13,946,295.294, East = 3,047,772.352, Combined Grid Scale Factor = 0.99994397):

COMMENCING at a 5/8 inch iron rod set in the easterly right-of-way line of Burlington and Rock Island Railroad Company (based on a right-of-way width of 100.00 feet) in the northerly right-of-way line of Lacey Road (based on a right-of-way width of 60.00 feet); said point having coordinates: North = 13,940,482.4672, East = 3,050,932.6921;

THENCE North 87° 30' 34" East, 1035.43 feet along the northerly right-of-way line of said Lacey Road to a 5/8 inch iron rod found in the common survey line between the William Perkins Survey, Abstract Number 621 and the Ezekiel Ballard Survey, Abstract Number 158, in Harris County, Texas for the TRUE POINT OF BEGINNING for the 0.9840 acre tract of land ~~as shown on map~~ herein described; said point having coordinates: North = 13,940,527.4611, East = 3,051,967.1481;

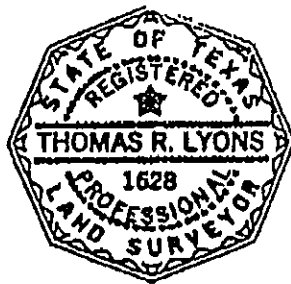
THENCE North 02° 21' 04" West, 778.60 feet along the common survey line between the said Perkins and Ballard to a 5/8 inch iron rod set for the common survey corner of the Richard T. Blackburn Survey, Abstract Number 168 and the Ezekiel Ballard Survey, Abstract Number 158, Harris County, Texas; and the northwest corner of the 0.9840 acre tract of land herein described; said point also being the southwesterly corner of said Tract One: called 49.9735 acre tract in said "Trust Deed";

THENCE North 87° 06' 35" East, 53.00 feet along the common survey line between the said Blackburn and Ballard and along the southerly line of said Tract One: called 49.9735 acres to a 5/8 inch iron rod set for the northeast corner of the 0.9840 acre tract of land herein described;

THENCE South 02° 21' 04" East, 808.97 feet to a 5/8 inch iron rod set for the southeast corner of the 0.9840 acre tract of land herein described;

THENCE South 87° 30' 44" West, 53.00 feet to a 5/8 inch iron rod set in the common survey line between the said Perkins and Ballard for the southwest corner of the 0.9840 acre tract of land herein described;

THENCE North 02° 24' 34" West, 30.00 feet along the common survey line between the Perkins and Ballard to the TRUE POINT OF BEGINNING and containing 0.9840 acres or 42,865 square feet of land.



Thomas R. Lyons
Thomas R. Lyons
Registered Professional Land Surveyor
No. 1628

Job No. 96-10868-17
February 25, 1996

FILED
98 JAN -9 PM 4:22
Beverly B. Feynman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

JAN 9 1998



Beverly B. Feynman
COUNTY CLERK
HARRIS COUNTY TEXAS

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