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THE STATE OF TEXAS |
COUNTY OF HARRIS |

102-05-1035

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WILLOW WALK

THIS DECLARATION, made on the date hereinafter set forth by METRO NATIONAL CORPORATION, a Texas corporation, of Harris County, Texas, acting herein by and through its duly authorized officers, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Harris, State of Texas, being that certain residential subdivision to be known as WILLOW WALK, being all of SPRING SHADOWS TOWNHOUSES, SECTION TWO (2), an Addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 205, Page 36 of the Map Records of Harris County, Texas, hereinafter called "WILLOW WALK";

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WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase property in WILLOW WALK, that there be established and maintained a uniform plan for the improvement and development of WILLOW WALK, as a highly restricted and modern townhouse subdivision of the highest quality.

NOW, THEREFORE, Declarant hereby declares that all of WILLOW WALK shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WILLOW WALK TOWNHOMES ASSOCIATION, INC., a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

return to:
STEVE BRAY
BRAY, HULLINS & BRAY
4507 San Jacinto Street
Houston, Texas 77004

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Harris County, Texas

Juliana L. Cox Deputy

152-35-1036

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot to an Owner other than a Declarant is described in the attached Exhibit "A".

Section 5. "Lot" shall mean and refer to any plot of land located on the "Properties" shown upon the Subdivision Plat together with all improvements thereon, with the exception of the Common Area. Each Lot shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 6. "Declarant" shall mean and refer to METRO NATIONAL CORPORATION, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to make, publish and enforce reasonable Rules and Regulations for the use of the Common Area and any facilities situated thereon;

(b) the right of the Association to suspend the voting rights and right to use of the facilities owned or operated by the Association by the Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

AND PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

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(c) the right of the Association to grant or dedicate any part of the Common Area to any public agency, authority, or utility for any service to the Properties or any part thereof;

(d) the right of the Association to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon;

(e) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder; and

(f) the right of the Association to contract for exclusive services such as water, sanitary sewage and trash collection to each lot; and

(g) the right of the Association to charge reasonable fees for the use of any recreational facilities situated on the Common Area.

Section 2. Delegations of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. The use of all parking areas situated in the Common Area shall be subject to the exclusive control and management of the Board of Directors of the Association.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens. The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this provision is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area. Notwithstanding the above, the Declarant reserves the right to grant, convey, dedicate or reserve easements over, on or under the Common Area for utility services as set forth in Article X, Sections 2 and 4 hereinafter.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Declarant and every owner of a lot which is subject to

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assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to nine (9) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A members equals or exceeds the total votes outstanding in the Class B members, or
- (b) on the tenth anniversary date of this Declaration.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

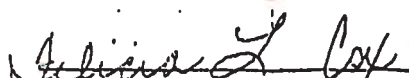
Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in

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title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; the improvement, operation, administration, management, preservation, and maintenance of the Common Area and any part thereof; the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or services for all Lots. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be SIX HUNDRED AND NO/100 (\$600.00) ----- DOLLARS for each Lot, which shall be due and payable as provided hereinafter.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 15% (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by the vote of written assent of at least 51% of each class of members.

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of a majority of each class of members.

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be sent to every Owner subject thereto. The due dates will be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Notwithstanding anything contained in this Declaration, the Association may elect to collect the annual assessment on a monthly basis.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum lawful rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Lot owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The Vendor's Lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Insurance.

(a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the Common Areas and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

(b) The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Areas.

(c) Each Owner shall be responsible at his own expense and cost for obtaining his own personal insurance of the contents of his own residence, garage, carport or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the Properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

(d) The Board of Directors of the Association, or its duly authorized agent, shall obtain insurance for such Owner's townhouse against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard. All such insurance coverage shall be written in the name of the Association as Trustee for the townhouse owner. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses

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so covered and a debt owed by the Owner and shall be collectible by any lawful procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owner's Lot and townhouse and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any purchase money and/or improvement mortgages and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors, shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors, shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 1 above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event that such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners of the damaged townhouses in such proportions as the Board of

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Directors deems fair and equitable in the light of the damage sustained by such townhouses.

(e) Nothing contained in sub-section (d) above shall preclude an Owner from obtaining his own personal insurance on his own townhouse, provided that such Owner is able to supply proof of adequate coverage to the Board of Directors' complete satisfaction. In the event of damage or destruction by fire or other casualty to any townhouse or other property covered by insurance written in the name of an individual owner, said Owner, shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of such townhouse or other property in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. If for any reason whatsoever, such owner should refuse or fail to so repair and rebuild any and all the damage to such townhouse or other property within thirty (30) days regardless of whether or not the insurance proceeds are sufficient to pay all costs of repair and restoration, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhouse or other property in a good and workmanlike manner in conformance with their original plans and specifications. The Owner shall then promptly repay the Association the amount actually expended for such repairs plus interest thereon at the maximum lawful rate allowed by law, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums and subject to foreclosure as above provided.

(f) Should any mortgagee fail to concur in the application of the insurance proceeds to the cost of repair and restoration, such proceeds shall first be applied to the sums secured by the first mortgage, with the excess, if any, applied to the cost of repair and restoration of such townhouse and other property.

(g) All costs, charges and premiums for all insurance that the Board of Directors authorized as provided herein, except on the individual townhouses, shall be a common expense of all Owners and be a part of the maintenance assessment.

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Section 12. Taxes. Each Owner shall directly render for taxation his own Lot and improvements and property thereon, and shall at his own cost and expense directly pay all taxes, levied or assessed against or upon his Lot and improvements and property thereon. The Association shall render for taxation and as part of the common expenses of all Owners shall pay all taxes levied or assessed against or upon the Common Area and the improvements and property appertaining thereto.

Section 13. Utility Bills. Each Owner shall pay directly to the utility company for electricity used or consumed by him. The cost of water, sewage disposal, and any other utilities consumed by each Owner, shall be billed to the Association and such cost shall be a part of the common expenses which will be covered by the annual assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein (including painting and repairs to the exterior of any structure) be made until the plans and specifications showing the nature, kind, shape, heights, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

MAINTENANCE AND REPAIRS

Section 1. Definition. In addition to maintenance upon the Common Area, the Association shall also provide maintenance, replacement, repair and care for the landscaping and plants (including grass, trees, shrubs and ground cover) on that portion of each Lot within the Properties that is not occupied by a residence and

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that is not completely screened from public view by a wall or fence. The Association shall also maintain, repair or replace any improvements intended for the common use and benefit of all Owners placed upon a Lot. By way of illustration, such improvements shall include, but not necessarily be limited to, walks, and lighting and other facilities considered necessary for the overall illumination or security of the Properties. The maintenance provided for in this Section shall be considered as services due each Owner in consideration of the annual assessment levied against his Lot.

Section 2. Owner's Maintenance. Each Owner, at his own cost and expense, shall maintain and keep in repair the following exterior maintenance of the residence and equipment and lines located outside the residence: paint, repair, replace and care of the townhouse unit's roof, gutters and downspouts, (if any), all exterior building surfaces of the townhouse unit, all fences located on the Lot; all glass surfaces, enclosed patio or courtyard areas whether located in the front or rear, (if any), windows and doors and their fixtures of hardware, landscaping installed by Owner (if any), exterior light fixtures operated from a residence, air-conditioning equipment, air conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, any portion of natural gas, and/or telephone service lines located on the Lot but not maintained by the gas and/or telephone companies; provided, however, that any lines, pipes, wires, conduits or systems running through a residence which serve one or more other residences and which are not maintained by any utility company, shall be operated, repaired and maintained by the Association, and shall not be disturbed or relocated by an Owner without the written consent and approval of Declarant or the Association. Each Owner, at his own cost and expense, shall maintain and keep in repair the interior of his residence.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners.

Section 3. Neglect of Owner. In the event that the need for maintenance or repair of the Common Area and/or of that portion of any lot that the Association is responsible for maintaining, as provided for in Article VI, Section 1, is caused through the willful or negligent act of the Owner, his family, or guests, invitees, employees or agents, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

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Section 4. Authority of Association. In the event an Owner is responsible for certain exterior maintenance as set forth in this Declaration or in the Rules and Regulations of the Association and such Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is situated entirely or partly on one townhouse lot instead of on the dividing line between townhouse lots, due to error in construction, such wall shall nevertheless be deemed to be on the dividing line and shall constitute a party wall for the purposes of this Article. Reciprocal easements shall exist upon and in favor of the adjoining townhouse lots for the maintenance, repair and reconstruction of party walls.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

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Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VIII

RE-SUBDIVIDING OF LOTS

Any Lot or part hereof may be re-subdivided or consolidated with any adjoining Lot or Lots or part or parts thereof to constitute a single Lot on which a residence may be constructed, provided that the same shall be approved by the Architectural Control Committee.

ARTICLE IX

USE RESTRICTIONS

The Lots and the Common Area shall be occupied and used as follows:

Section 1. Residential Use and Type. No Owner shall occupy or use his Lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single family residence for the Owner, his family, guests and tenants of not less than 1,500 square feet of floor area, measured through the exterior walls of the building. No Lot shall be used or occupied for any business, commercial, trade or professional purposes either apart from or in connection with the use thereof as a residence. No building shall be erected, altered, placed or permitted to remain on any Lot other than single family residences of not more than two (2) stories, together with a private garage or carport for not more than two (2) cars.

Section 2. Obstruction and Use of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors, and the Common Area shall not be used for any commercial purposes.

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ATTEST: _____
_____, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

182-95-1048

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Section 3. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the Common Area. No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by the Owners of Lots, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. No trailer, boat, motor home, recreational vehicle or camper shall be parked on streets or driveways except such temporary parking as is necessary for Owners to make preparations for the use of such vehicles but in no event shall such temporary parking exceed a period of Twenty-Four (24) hours. For a period not to exceed Forty-Eight (48) hours, family, guests and invitees of Owners of Lots may park their vehicles in the guest parking areas. Guest parking areas, if any, and the streets are not intended for use by the Owners of Lots for parking or storing boats, trailers, camping units, or any personal vehicles and the Architectural Control Committee may insure the proper use of said areas in such legal manner as it deems necessary.

Section 5. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn, servants quarters or other out buildings shall be used on any Lot at any time as a residence either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Lot. Trailers and motor vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently. Notwithstanding any provision herein to the contrary, during the construction and sales period of WILLOW WALK, the builder may erect and maintain such structures as is customary in connection with such construction and sale of such property, including, but without limitation, a business office, storage areas, construction yards, signs, model units and sales offices.

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A CERTIFIED COPY

ATTEST: AUG 29 1997
SEVERIN B. KROVETZKY, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L COX

162-95-1050

Section 6. Signs and Windows. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than five (5) square feet in area advertising the merits of the property for sale or rent. During the construction and sales period of the dwelling units, the builder may use other signs and displays to advertise the merits of the property for sale or rent. No aluminum foil or other reflective substance, including paper and cardboard may be placed in any window in an improvement constructed on any Lot.

Section 7. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance and are not kept, bred, or maintained for any commercial purposes.

Section 9. Garbage and Refuse Disposal. No Lot or portion thereof shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers in an area screened by adequate planting or fencing so as to conceal them from public view except on days designated by the Association of collection of rubbish. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s). All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.


Section 10. Sewage and Water. No sewage treatment system nor water well shall be permitted on any Lot.

Section 11. Use of Common Area. Except in enclosed areas on a Lot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Properties except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated architectural committee. Except for the right of ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of the Properties outside the interior property lines of each Lot, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Properties, and any additions

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BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

 Deputy
FELICIA L. COX

thereto, and is necessary for the protection of the Owners. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and the exteriors and roofs of the residences, including but not limited to, parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representatives.

Section 12. Clotheslines. No outside clotheslines shall be constructed or maintained nor shall personal clothing or household linens be hung on any structure located on any Lot within sight of the Common Area, any street or adjacent Lot.

Section 13. Illegal Activity. No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any Lot, nor shall any Lot be used for vicious, illegal or immoral purposes, or for any purpose in violation of the laws of the State of Texas, the United States or of the local police, health, sanitary, building or fire codes and regulations relating to or affecting the use, occupancy or possession of any Lot.

Section 14. Outside Antennas. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Properties, nor upon any structure situated upon the Properties other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 15. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Section 16. Annoyance. No activity shall be carried on upon any Lot or the Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Properties as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

ARTICLE X


EASEMENTS

Section 1. Construction. Each Lot and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling

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REBECCA B. KAUFMAN, County Clerk
Harris County, Texas

 Deputy
FELICIA L. COX

182-85-1051

and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing two (2) or more residences is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments of parts of the adjacent residential units on Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Utility, Emergency and Association. There is hereby created a blanket and perpetual easement upon, across, over, under and above all of the Properties for ingress, egress, installations, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system, if any such system is installed. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residence or Common Area provided for herein. Notwithstanding anything to the contrary contained in the paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

182-85-1052

FILED
APR 9 3 07 PM 1997
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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ATTEST: AUG 29 1997
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

162-95-1053

Section 3. Use of Easements. Easements for underground utility services may be crossed by driveways and walkways provided the Declarant makes prior arrangements with the utility furnishing service. Such easements for underground services shall be kept clear of all other improvements, including building, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility Company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

Section 4. Changes and Additions to Easements. The Declarant reserves the right to make minor changes and additions to the above easements, as to any Lots owned by it, for the purpose of efficiently and economically installing and operating above mentioned utilities.

ARTICLE XI
MORTGAGEES

Section 1. Notice to Association. An Owner who mortgages his Townhouse shall notify the Association giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Townhouses".

Section 2. Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

Section 3. Taxes and Other Charges on Common Area. The Association shall immediately reimburse first mortgagees who may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area; or who may pay overdue premiums on hazard insurance policies; or who may secure new hazard insurance coverage on the lapse of a policy.

Section 4. Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

Section 5. Reserve Fund. The Association shall establish an adequate reserve fund for replacement of the Common Area property and fund the same by regular monthly payments rather than by special assessments.

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ATTEST: AUG 29 1997
BEVERLY B KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

Section 6. Annual Audits. The Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

Section 7. Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

Section 8. Notice of Amendments to Declaration, etc. The Association shall furnish each first mortgagee prior written notice for the following: (i) abandonment or termination of WILLOW WALK, as a planned unit development; (ii) any material amendment to the Declaration, By-Laws or Articles of Incorporation of the Association; and (iii) the termination of any professional management contract for the planned unit development.

Section 9. Leases. The Association shall require that all leases of any townhouse units must: (i) be in writing, and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration, Articles of Incorporation and By-laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any townhouse owner to lease his unit.

Section 10. Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction of townhouse units and of any part of the Common Area and facilities.

Section 11. Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a townhouse unit or of the Common Areas and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings.

Section 12. Consent of Mortgagees Required.

(A) Unless all of the first mortgagees of residential lots in WILLOW WALK have given their prior written approval, the Association shall not be entitled to:

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182-65-1054

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ATTEST: AUG 29 1997

REBECCA R. KAUFMAN, County Clerk

Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

182-05-1055

(a) by act or omission seek to abandon, partition, subdivide, alienate, release, encumber, hypothecate, sell or transfer, real estate or improvements thereon which are owned, directly or indirectly, by such Association, for the benefit of the owners of residential lots in the subdivision; the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the subdivision shall not be deemed a transfer within the meaning of this clause;

(b) change the ratio of assessment or the method of determining the obligations, assessments, dues or other charges which may be levied against a residential lot owner.

(B) Unless at least seventy-five (75%) per cent of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant) of residential lots in WILLOW WALK have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the subdivision;

(b) fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred (100%) per cent of the insurable value (based on current replacement cost);

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

Section 13. Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice thereof, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

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A CERTIFIED COPY

AUG 29 1997

ATTEST: _____
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

Section 6. Rights of Mortgagees, Trustees or Lienholders. No violations of any of these restrictions, covenants or conditions, shall affect or impair the rights of any Mortgagee, Trustee, or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

Section 7. Dedications. The plat of SPRING SHADOWS TOWNHOUSES, SECTION TWO (2), recorded in Volume 205, Page 36 of the Map Records of Harris County, dedicates for private use as such; subject to the limitations set forth therein, certain streets shown thereon, which private streets are a portion of the Common Area, and also dedicates for public use as such, subject to the limitations set forth therein, Kemp Forest Drive as shown thereon, and such plat establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. Easements affecting the Properties are hereby reserved as shown on the recorded plat referred to for the installation, operation and maintenance of utilities and drainage facilities. All dedications, limitations, restrictions and reservations shown on said plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.


Section 8. Use of Club House. Declarant shall have the exclusive use and control of the Club House currently located within the Common Area, (the approximate location of the Club House being shown on said plat of SPRING SHADOWS TOWNHOUSES, SECTION TWO (2)), until Declarant has sold 90% or more of the Lots located in WILLOW WALK. Declarant may occupy the Club House as a sales office for the project during the time Declarant maintains control of the Club House. Declarant shall be responsible for all costs and expenses relating to the maintenance of the Club House as long as Declarant maintains control of the Club House. Declarant shall not be charged any fee for the use of the Club House. Declarant shall have the right to relinquish its control of the Club House at any time prior to selling 90% of the Lots contained within the Properties covered hereby.

IN WITNESS WHEREOF, the undersigned, has hereunto set (its hand and seal) this

9th day of MARCH, A. D., 1987.

ATTEST:

METRO NATIONAL CORPORATION, a Texas Corporation


Secretary

BY: 
President

DECLARANT




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A CERTIFIED COPY

ATTEST: AUG 29 1997
BEVERLY D. NAUFMAN, County Clerk
Harris County, Texas


FELICIA L. COX Deputy

152-95-1059

UNIVERSITY SAVINGS ASSOCIATION, the lien holder joins in the execution hereof for the purpose of subordinating all of the liens held by it against the Properties unto these presents, and does hereby consent and agree to the imposition of the foregoing reservations, restrictions, covenants and conditions; and UNIVERSITY SAVINGS ASSOCIATION hereby agrees that a foreclosure shall not affect such reservations, restrictions, covenants and conditions.

ATTEST: [Signature] Secretary
UNIVERSITY SAVINGS ASSOCIATION
BY: Robert T. Brock SA, Vice President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES T. WILSON, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said METRO NATIONAL CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, A. D., 1987.

[Signature]
Notary Public in and for Harris County,
TEXAS.

THE STATE OF TEXAS |
COUNTY OF HARRIS |

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
My Commission Expires 11-15-88

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT T. BROCK SA, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said UNIVERSITY SAVINGS ASSOCIATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of April, A. D., 1987.

[Signature]
Notary Public in and for Harris County,
TEXAS.



GAIL SCARDINO
Notary Public in State of Texas
My Commission Expires November 30, 1988

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A CERTIFIED COPY
AUG 29 1997

ATTEST:
REVERLY B KAUFMAN, County Clerk
Harris County, Texas

[Signature] Deputy
FELICIA L. COX

Association and such cost shall be a part of the common expenses that shall be covered by the annual assessments paid by each Owner.

II.

This First Amendment of Declaration shall not be amended, changed or extended except by written instrument executed by the Declarant.

III.

Except as modified by this First Amendment of Declaration, the Declaration remains unchanged and continues unabated in full force and effect.

EXECUTED, this the 13th day of November, 2000, in multiple counterparts, each of which shall have the full force and effect of an original.

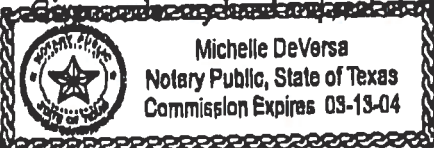
DECLARANT
METRO NATIONAL CORPORATION

les

By: *Pat A. Flynn*
Pat A. Flynn
Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared PAT A. FLYNN, Vice President of METRO NATIONAL CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

~~Given under my hand and seal of office on this~~ 13th day of November, 2000.
 Michelle DeVersa
Notary Public, State of Texas
Commission Expires 03-13-04
Michelle DeVersa
Notary Public in and for the State of Texas

After filing, return to:
Lisa A. Zinis, Esq.
Metro National Corporation
820 Gessner, Suite 1800
Houston, Texas 77024

FILE FOR RECORD
8:00 AM

DEC 18 2000

Dorothy B. Kaufman
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 INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

DEC 18 2000



Dorothy B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS