

DEED RESTRICTIONS

WHEREAS, Houston Unlimited, Inc., Metal Processing a Texas corporation (herein referred to as "Seller/Owner"), is the owner of approximately 605.85 acres situated in the Charles Donoho Survey, Abstract No. 24 and the Justo Liendo League, Abstract No. 41, Waller County, Texas, described in three tracts in Deed from Evelyn Z. Mullen to Seller/Owner recorded in Volume 675, Page 911 of the Official Public Records of Waller County, Texas, and being described by metes and bounds on the attached Exhibit "A", said 605.85 acre tract, LESS SAVE AND EXCEPT the strips of land six hundred feet (600') deep fronting on FM Road 359, FM Road 3346 and Walton Road shown as the shaded area marked "Unrestricted" on the plat attached as Exhibit "B", shall herein be referred to as "Restricted Tract".

WHEREAS, Seller/Owner desires to create and carry out a uniform plan for improvements, development and sale of all of tracts within the Restricted Tract; and, to that purpose, Seller/Owner hereby adopts, establishes and imposes the following declarations, reservations, protective covenants and limitations ("Restrictive Covenants") governing conveyance of all tracts within the Restricted Tract; and each contract or deed for a tract within the Restricted Tract which may be hereafter executed with regard to any of the tracts within the Restricted Tract shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

1. No tract within the Restricted Tract may be smaller than 10 acres.
2. No owner of a tract within the Restricted Tract shall occupy or use such tract 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; and no retail or commercial use shall be made of the same, or any portion thereof. All buildings or structures on the Restricted Tract shall be of new construction. Notwithstanding the foregoing, an owner may use his home for his own private, professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the intent of these restriction to create an essentially residential community.
3. No mobile home, manufactured home, structure of a temporary character, tent, shack, barn, or other outbuilding shall be used on any tract within the Restricted Tract at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any such tract.
4. Any residence constructed in the Restricted Tract shall be new construction with the exception of such decorative accessories as are customarily used by builders in the construction of new residences. All residences shall contain not less than one thousand eight hundred (1,800) square feet of living area, exclusive of porches, breezeways and patios and garage.

All outbuildings, garages, barns and other dependencies shall be constructed from new materials and located at the rear of the residence..

Each tract owner must install his own private water well and septic system that is in accordance with all government regulations.

GF # 01906566 /CKS/KL
 RETURN TO
 STEWART TITLE CO.
 840 13TH STREET STE. #201
 HEMPSTEAD, TEXAS 77445

All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways will be across an approved culvert as determined by Waller County or other governmental authority having jurisdiction. No owner may disturb the drainage or water flow of the Restricted Tract by blocking or impeding it in any manner. Furthermore, it is the tract owner's responsibility to maintain and keep clean the drainage ways and culverts associated with such tract.

5. No building or structure shall be located on any tract within the Restricted Tract nearer than one hundred (100) feet to the front tract line. No building or permanent structure of any kind shall be located on any tract nearer than fifty (50) feet to the side or rear property line of such tract.

6. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of a tract within the Restricted Tract.

7. No obnoxious or offensive activity may be carried on or conducted on any tract within the Restricted Tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

8. All exterior improvements, including residences, garages, driveways, sidewalks, culverts, required lighting, and mailboxes, must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence or other structure is nine (9) months from the date the slab or foundation is poured or installed.

9. No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence improvements and then such material shall be placed within the property lines on the tract or parcel of land upon which improvements are to be erected, and shall not be placed on the streets or between the street and the property line.

10. No sign of any kind shall be displayed to public view on any tract or building except one sign of no more than six (6) square feet in area offering to it for sale or rent by owner or owner's agent.

11. Owners of each tract shall at all times maintain the tract a healthful, sanitary, neat and presentable condition. No trash, garbage, waste matter or debris of any kind shall be dumped or permitted to accumulate on said property. Prior to trash disposal and removal, trash, garbage, or other waste shall be temporarily kept in adequate containers which shall be maintained in a clean and sanitary condition and screened by adequate planting or fencing so as to conceal them from the public view.

12. Each tract owner is bound and obligated, through the purchase of such tract, to maintain the same and any improvements thereon, at tract owner's expense, in a safe, neat and attractive condition and otherwise in compliance with these Restrictive Covenants.

13. No tract within the Restricted Tract may be used for the commercial breeding of poultry or swine. No owner may maintain more than one large animal (horse or cow) per two (2) acres contained within the owner's tract, excluding one acre for the residence. In any event, the owner of the tract may keep enough of said animals to obtain an agricultural exemption under the guidelines set out therefor by the Waller County Appraisal District. No hogs, swine or goats may be kept on any tract except temporarily as part of a bonafide FAA or youth organization project. No type of kennel for the commercial raising or keeping of dogs, cats or other household pets shall be permitted. It is stipulated that 6 or more such dogs,

cats or other household pet (excluding new born animals under 3 months old) shall constitute raising or keeping a kennel for commercial purposes.

14. No cess pools shall be dug or permitted on any part of the Restricted Tract. Individual ponds may be constructed on a tract so long as they are maintained so as not to become stagnant and do not interfere with the existing or planned drainage of the Restricted Tract.

15. 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 tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract.

16. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street or in areas visible from the street or adjoining properties.

17. No boat, boat trailer, luggage trailer, travel trailer, cattle trailer, or any other trailer, or motor home is to be parked on any tract for more than forty-eight (48) hours unless said trailer is stored in an enclosed garage, barn, carport or designated storage area behind the house, out of sight from the road and adjoining property owners.

18. Any fences be installed shall be maintained in good repair.

19. Invalidation of any one or any part of these Restrictive Covenants by judgment or court order shall not affect any of the other provisions or parts of provisions which shall remain in full force and effect.

20. Each owner of a tract within the Restricted Tract, hereby covenants, and each owner of such tract by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree that these restrictions are a covenant running with the land.

21. These covenants and restrictions shall run with the land and shall be binding upon all subsequent owners, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty-five (25) years from the date these Restrictive Covenants are recorded, at which time they shall be automatically extended for successive ten (10) year periods unless an instrument signed by seventy-five percent (75%) of the then owners of tracts in the Restricted Tract covered by these Restrictive Covenants has been filed of record prior to the end of said twenty-five (25) year period, agreeing to change these covenants and restrictions in whole or in part. These Restrictive Covenants may be amended by an instrument signed by the owners of at least seventy-five percent (75%) of the tracts covered by these restrictions presently filed or as may be enlarged in the future. Any amendment must be recorded.

22. The owners of tracts within the Restricted Tract, shall further have the authority to enforce any and all of the covenants and conditions set forth in these Restrictive Covenants against any person or persons violating or attempting to violate the same, and in furtherance of the foregoing, and not by the way of limitation, any owner may institute proceedings at law or in equity to restrain violation of these Restrictive Covenants and to recover damages for the breach of violation thereof and attorney's fees in connection with the enforcement of these Restrictive Covenants.

23. The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other genders, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

24. If these Restrictive Covenants or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the general purposes and objectives of these Restrictive Covenants shall govern.

25. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any word, clause, sentence or provision appearing in these Restrictive Covenants shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

26. The Seller/Owner shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these Restrictive Covenants by any instrument in writing duly signed, acknowledged, and filed of record for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein.

27. Any notice required to be sent to an owner under these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the property address of the owner's tract, on the records of the Waller County Appraisal District at the time of such mailing.

28. The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictive Covenants, or any part thereof, shall not affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

EXECUTED THIS 20th day of August, 2001.

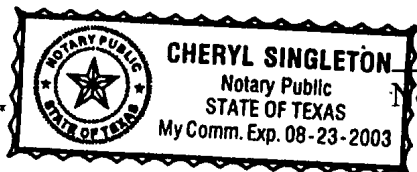
Seller/Owner:

Houston Unlimited, Inc., Metal Processing

Julian P. Kuciemba, Pres.
By: Julian P. Kuciemba, President

THE STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me on the 20th day of August, 2001, by Julian P. Kuciemba acting in his capacity as President of Houston Unlimited, Inc., Metal Processing, a Texas corporation, on behalf of said corporation



Cheryl Singleton

Notary Public in and for the State of Texas

TRACT ONE:

VOL 698 PG 708

FIELD NOTES FOR A 120.840 ACRE TRACT BEING A PART OF A CALLED 525.649 ACRE TRACT DESCRIBED IN VOLUME 160, PAGE 454 OF THE WALLER COUNTY DEED RECORDS AND BEING LOCATED IN THE CHARLES DONOHO SURVEY, ABSTRACT NO. 24, WALLER COUNTY, TEXAS.

BEGINNING: At a ½ inch iron rod found at the intersection of the West line of Walton Road (60 foot width) and the North line of Farm-to-Market Road 3346 (varying widths) for the Southeast corner of this 120.840 acre tract;

THENCE: Following the North right-of-way line of Farm-to-Market Road 3346 along the bearings and distances listed below:

1. North 88° 36' 05" West, 219.62 feet to a concrete monument found;
2. South 81° 50' 13" West, 103.65 feet to a ½ inch iron rod set;
3. South 71° 08' 18" West, 193.92 feet to a concrete monument found;
4. South 74° 41' 23" West, 588.83 feet to a concrete monument found;
5. Along a curve to the right having a length of 329.21 feet, a radius of 1859.86 feet and a chord that bears South 79° 50' 39" West a distance of 328.78 feet to a concrete monument found;
6. South 84° 44' 45" West, 799.58 feet to a concrete monument found;
7. Along a curve to the right having a length of 473.55 feet, a radius of 1859.86 feet and a chord that bears North 87° 44' 13" West a distance of 472.27 feet to a concrete monument found;
8. North 74° 29' 53" West, 193.98 feet to a concrete monument found;
9. North 71° 57' 33" West, 144.33 feet to a concrete monument found;
10. North 69° 49' 22" West, 198.58 feet to a concrete monument found;
11. North 64° 09' 09" West, 458.31 feet to a ½ inch iron rod set for the Southwest corner of this 120.883 acre tract;

THENCE: North 01° 33' 37" West along the West line of this tract and the East line of an adjoining called 458.170 acre tract (Volume 637, Page 823, Deed Records) a distance of 598.79 feet to a ½ inch iron rod set for a corner;

EXHIBIT "A"

THENCE: North 12° 04' 19" East a distance of 51.51 feet with the East line of the 458.170 acre tract to a ½ inch iron rod set for a corner;

THENCE: North 19° 26' 32" East a distance of 606.97 feet to a ½ inch iron rod set for the Northwest corner of this tract and an interior corner of the 458.170 acre tract;

THENCE: North 87° 55' 37" East with the North line of this tract a distance of 165.46 feet to a ½ inch iron rod set for a corner of the 458.170 acre tract and also being the Southwest corner of a called 22.9704 acre tract (Volume 430, Page 943, Deed Records);

THENCE: North 89° 16' 33" East a distance of 3208.14 feet along the South line of the 22.9704 acre tract to its Southeast corner and a ½ inch iron rod set in the West line of Walton Road;

THENCE: South 00° 49' 33" East with the West line of Walton Road a distance of 1292.74 feet to the PLACE OF BEGINNING and containing 120.840 acres of land.

The bearings recited herein are based on the South right-of-way line of Plerceall Road on the South side of the 525.649 acre tract (Volume 160, Page 454, Deed Records) running North 85° 46' 03" East.

This survey consists of a separate plat and a legal description.



For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
January 8, 2001



DL/lkw
DONO120.840

EXHIBIT "A"

Page 2 of 5

FIELD NOTES FOR A 393.716 ACRE TRACT BEING A PART OF A CALLED 525.649 ACRE TRACT (VOLUME 160, PAGE 454, WALLER COUNTY DEED RECORDS), A CALLED 85.063 ACRE TRACT (VOLUME 262, PAGE 527, WALLER COUNTY DEED RECORDS) AND A PART OF A CALLED 35.00 ACRE TRACT MADE UP OF A CALLED 20.00 ACRE TRACT (VOLUME 241, PAGE 541, DEED RECORDS) AND A 15.00 ACRE TRACT (VOLUME 211, PAGE 468, DEED RECORDS); SAID TRACTS ARE LOCATED IN THE CHARLES DONOHO SURVEY, ABSTRACT 24 AND THE JUSTO LIENDO SURVEY, ABSTRACT 41; WALLER COUNTY, TEXAS.

BEGINNING: At a ½ inch iron rod found at the intersection of the East line of Pierceall Road (60 foot width) with the South line of Farm-to-Market Road 3346 (width varies) for the Northwest corner of this 393.716 acre tract;

THENCE: Following the South right-of-way line of Farm-to-Market Road 3346 along the bearings and distances listed below:

1. South 64° 09' 19" East, 411.31 feet to a concrete monument found;
2. Along a curve to the right having a length of 60.43 feet and a radius of 1959.86 feet with a chord that bears South 64° 52' 21" East a distance of 60.43 feet to a ½ inch iron rod found;
3. South 58° 46' 54" East, 204.35 feet to a concrete monument found;
4. South 73° 24' 11" East, 156.90 feet to a concrete monument found;
5. South 87° 35' 37" East, 260.90 feet to a concrete monument found;
6. Along a curve to the left having a length of 395.16 feet and a radius of 1959.86 feet with a chord that bears South 89° 16' 37" East a distance of 394.49 feet to a concrete monument found;
7. North 84° 50' 34" East, 1002.99 feet to a concrete monument found;
8. North 77° 03' 03" East, 121.21 feet to a concrete monument found;
9. North 73° 42' 42" East, 614.48 feet to a concrete monument found;
10. North 82° 01' 53" East, 180.52 feet to a concrete monument found;
11. North 81° 50' 14" East, 95.97 feet to a concrete monument found;
12. North 81° 33' 21" East, 195.70 feet to a concrete monument found;

EXHIBIT "A"

Page 3 of 5

14. South 43° 29' 20" East, 68.11 feet to a concrete monument found at the point where the South line of F.M. 3346 intersects the West line of F.M. 359 for the Northeast corner of this 393.716 acre tract;

THENCE: South 02° 26' 28" West with the West line of F.M. 359 a distance of 2268.71 feet to a ½ inch iron rod set on the South line of the Charles Donoho Survey, Abstract 24 and the North line of the Justo Liendo Survey, Abstract 40;

THENCE: South 89° 20' 59" West a distance of 326.83 feet along the common survey line described above and along the North line of a called 8.656 acre tract (Volume 308, Page 398, Deed Records) to a ½ inch iron rod found for the Northwest corner of the 8.656 acre tract and being an interior corner of this tract;

THENCE: South 00° 22' 38" East a distance of 2554.58 feet along the West line of both the 8.656 acre tract and a 6.75 acre tract (Volume 463, Page 584, Deed Records) to a ½ inch iron rod found in the North line of Pierceall Road for the Southwest corner of the 6.75 acre tract and the Southeast corner of this 393.716 acre tract;

THENCE: North 88° 31' 37" West with the North line of Pierceall Road a distance of 900.95 feet to a ¾ inch iron rod found at the point where Pierceall Road turns North;

THENCE: North 00° 03' 04" West a distance of 1486.73 feet with the East line of Pierceall Road to a ½ inch iron rod found for an interior corner of this tract at the point where Pierceall Road turns Southwest;

THENCE: South 85° 46' 04" West with the North line of Pierceall Road a distance of 3658.78 feet to a ¾ inch iron rod found for the Southwest corner of this tract at the point where Pierceall Road turns North again;

THENCE: North 00° 42' 33" West along the East line of Pierceall Road a distance of 1589.00 feet crossing from the Justo Liendo Survey into the Charles Donoho Survey to a ½ inch iron rod found;

THENCE: North 00° 52' 42" West a distance of 662.43 feet along the East line of Pierceall Road to a ½ inch iron rod found for a corner;

THENCE: North 00° 19' 50" East with the East line of Pierceall Road a distance of 1380.75 feet to the PLACE OF BEGINNING and containing 393.716 acres of land.

The bearings recited herein are based on the South right-of-way line of Pierceall Road along the South line of the called 525.649 acre tract (Volume 160, Page 454, Deed Records) running North 85° 46' 03" East.

EXHIBIT "A"

Page 4 of 5

Tract Three

FIELD NOTES FOR A 91.307 ACRE TRACT BEING A PART OF A CALLED 525.649 ACRE TRACT THAT IS DESCRIBED IN VOLUME 160, PAGE 454 OF THE WALLER COUNTY DEED RECORDS AND BEING LOCATED IN THE JUSTO LIENDO SURVEY, ABSTRACT 41, WALLER COUNTY, TEXAS;

COMMENCING FOR REFERENCE: At a ½ inch iron rod found at the point where the East line of Pierceall Road (60 foot width) intersects the South line of Farm-to-Market Road 3346 (width varies), said point is the Northwest corner of a 393.716 acre tract (surveyed at the same time as this tract and not yet recorded);

THENCE: Following the East line of Pierceall Road along the bearings and distances listed below:

1. South 01° 19' 50" West, a distance of 1380.75 feet to a ½ Inch iron rod found;
2. South 00° 52' 42" East a distance of 662.43 feet to a ½ Inch iron rod found;
3. South 00° 42' 33" East a distance of 1589.00 feet to a ¾ Inch iron rod found at the point where Pierceall Road turns Northeast; said point is also the Southwest corner of the 393.716 acre tract;

THENCE: South 00° 27' 25" East crossing from the North line of Pierceall Road to its South line and a ½ inch iron rod set for the Northwest corner of this 91.307 acre tract and being the ACTUAL PLACE OF BEGINNING;

THENCE: North 85° 46' 03" East along the South line of Pierceall Road a distance of 3600.51 feet to a ½ inch iron rod set for the Northeast corner of this tract at the point where Pierceall Road turns South;

THENCE: South 00° 41' 55" West with the West line of Pierceall Road a distance of 1487.39 feet to a ½ inch iron rod found for the Southeast corner of this 91.307 acre tract at the point where Pierceall Road turns East;

THENCE: North 87° 50' 40" West a distance of 1840.68 feet with the North line of the residue of a 466.960 acre tract (Volume 447, Page 883, Deed Records) to a ½ inch iron rod set for a corner;

THENCE: North 54° 13' 02" West a distance of 290.44 feet with the North line of the residue of a 466.960 acre tract to a ¾ inch iron rod found in the East line of a called 231.959 acre tract (Volume 606, Page 71, Deed Records);

THENCE: North 04° 02' 05" East a distance of 262.72 feet with the East line of the called 231.959 acre tract to a ¾ inch iron rod found for its Northeast corner and also being an interior corner of this 91.307 acre tract;

THENCE: North 89° 17' 44" West a distance of 1500.61 feet along the North line of the called 231.959 acre tract to a ½ inch iron rod set for the Southwest corner of this 91.307 acre tract; said corner bears South 89° 17' 44" East a distance of 25.00 feet from a ¾ inch iron rod found at the Northwest corner of the called 231.959 acre tract;

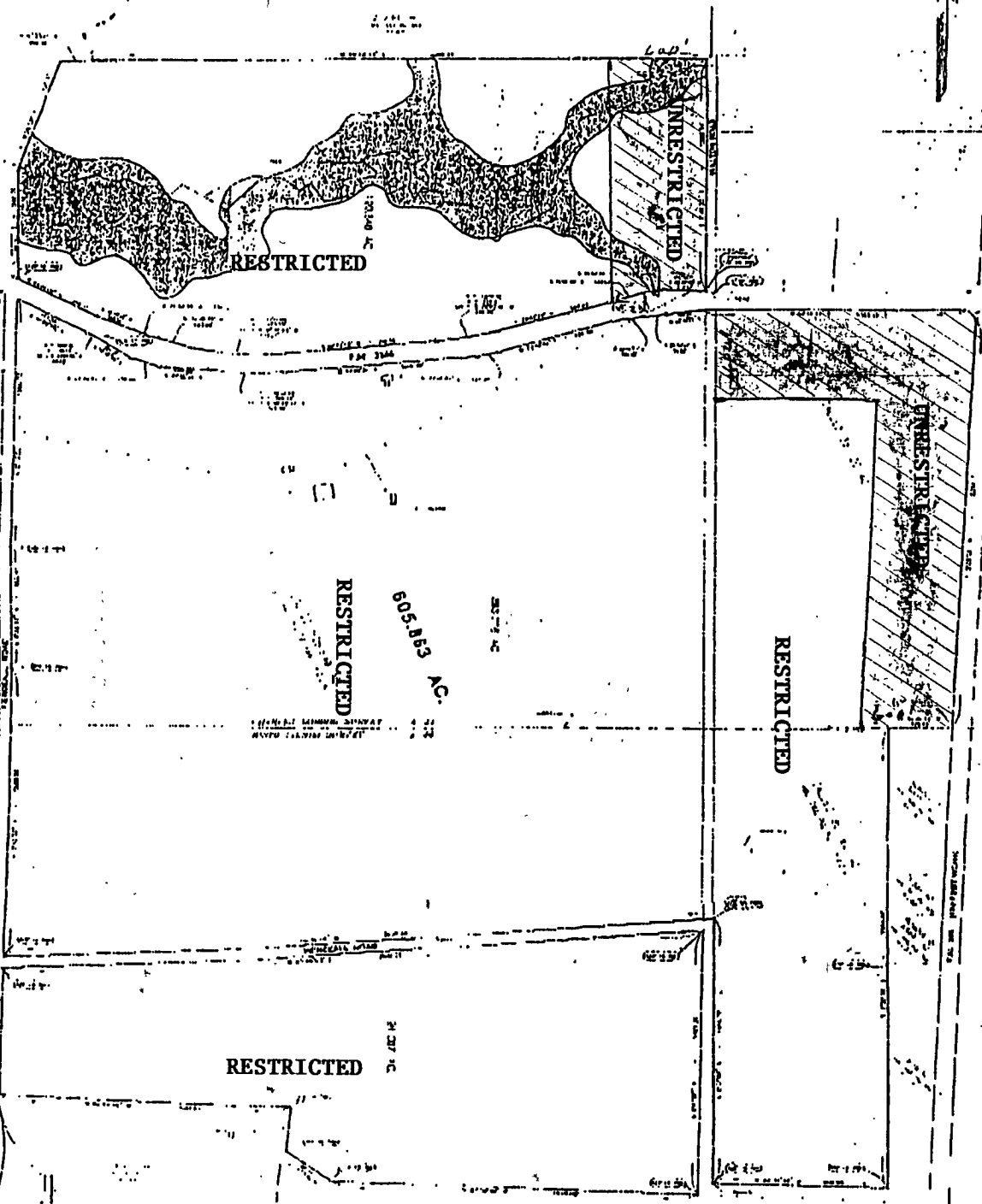
THENCE: North 01° 16' 10" West along the East line of the residue of a called 130.49 acre tract (Volume 434, Page 747, Deed Records) and the East line of a called 2.204 acre tract (Volume 205, Page 641, Deed Records) a distance of 702.14 feet to the ACTUAL PLACE OF BEGINNING and containing 91.307 acres of land.

The bearings recited herein are based on the South line of Pierceall Road along the North line of this tract running North 85° 46' 03" East.

EXHIBIT "A"

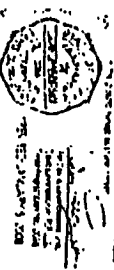
Clay & Leyendecker, Inc.

Chartered Engineers & Surveyors



PLAT OF SURVEY

SURVEY OF 538.863 ACRES BEING MADE UP OF THREE TRACTS CALLED SEE PAGE 454 DEED RECORDS; PART OF A CALLED 85.007 ACRES TRACT DESCRIBED IN VOLUME



Filed for Record
RECORDED

Aug. 20
Aug. 30

A.D., 2001 at 4:24 o'clock P. M.

A.D., 2001 at 4:00 o'clock P. M.

CHERYL PETERS, County Clerk, Waller County, Texas

By Stephanie Tompkins Deputy