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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (DOVE MEADOWS, SECTION THREE)

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THIS SUPPLEMENTAL DECLARATION, made as of the date hereinafter set forth by Precision Homes, Inc., a Texas corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has heretofore executed that certain Covenants, Conditions and Restrictions (the "Declaration"), filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File Number E419177 and recorded under Film Code No. 119-16-0105 of the Official Public Records of Real Property of Harris County, Texas, imposing on Dove Meadows, Section Two, a subdivision in Harris County, Texas, according to the Plat thereof recorded in Volume 208, Page 131 of the Map Records of Harris County, Texas, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth for the benefit of said property, and each owner thereof; and

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WHEREAS, the Declaration contains provisions granting to Declarant, its successors and assigns, the right to bring within the scheme of such Declaration, additional properties upon the terms set forth therein, including the approval of the Federal Housing Authority and the Veterans' Administration of a general plan of the entire development and each stage of development; and

WHEREAS, Declarant is the owner of that certain 48.2814 acre tract of land in the John Jones Survey, Abstract No. 481, in Harris County, Texas, which is described on Exhibit "A" attached hereto, which tract of land Declarant is subdividing into a subdivision to be known and designated as Dove Meadows, Section Three; and

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such property and, to this end to bring such property within the scheme of the Declaration and add it to the properties now affected by such instrument by subjecting such property described on Exhibit "A" hereto to the covenants, conditions and restrictions hereinafter set forth for the benefit of such property and each owner in the Subdivision; and

WHEREAS, Declarant has obtained the required approval of the Federal Housing Administration and the Veterans Administration of a general plan of the entire development and approval of Dove Meadows, Section Three, in accordance with the requirements of the Declaration; and

WHEREAS, Declarant deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create an entity to which were delegated and assigned the powers of maintaining, administering, and enforcing the assessments and charges created in the Declaration and all Supplemental Declarations and providing for the maintenance, preservation and architectural control of the property within the Subdivision; and

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WHEREAS, Dove Meadows Homeowners Association, Inc. has been incorporated under the laws of the State of Texas, as a non-profit corporation, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said property and shall be binding upon all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Association" shall mean and refer to Dove Meadows Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 2. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot.

SECTION 3. "Common Area" shall mean and refer to any properties, real or personal, owned by the Association for the common use and enjoyment of Members of the Association.

SECTION 4. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 5. "Declarant" shall mean and refer to Precision Homes, Inc., a Texas corporation.

SECTION 6. "PHA" shall refer to the Federal Housing Administration.

SECTION 7. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat intended for the construction of a residence, excluding all reserve tracts shown on the Subdivision Plat, but including lots hereafter created by a replat of any reserve tract.

SECTION 8. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 10. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property included in Dove Meadows, Section Two, Dove Meadows, Section Three, and additional lands added to the jurisdiction of the Association as provided herein.

175-33-2208

SECTION 11. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat.

SECTION 12. "Subdivision" shall mean and refer to Dove Meadows, Section Two, Dove Meadows, Section Three. (which is brought with the scheme of the Declaration by this Supplemental Declaration), and any other real property brought within the scheme of the Declaration.

SECTION 13. "Subdivision Plat" shall mean and refer to the map or plat of Dove Meadows, Section Three covering the property described in Exhibit "A" attached hereto and to hereafter be recorded in the Map Records of Harris County, Texas.

SECTION 14. "VA" shall refer to the Veterans Administration.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of H. R. Wieghat, Carolyn Wyatt, and John L. Measmer, each of whom shall serve until his successor is appointed as hereinafter provided. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on the Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the restrictions herein. Until December 31, 1983, an action approved by H. R. Wieghat, acting individually, shall be deemed an action of the Committee. After December 31, 1983, an action approved by a majority of the members of the Committee shall be deemed to be an act of the Committee. The duties and powers of the Committee and its successors shall cease on December 31, 1985, at which time the duties of the Committee shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of H. R. Wieghat or his successor, the Declarant, by recorded written instrument, shall designate a successor who shall have all of the authority and power of his predecessor. In the event of the death or resignation of any other member of the Committee or their successors, the Board of Directors of the Association, by recorded written instrument, shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee.

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SECTION 2. POWERS OF THE COMMITTEE. No building, structure or other improvements shall be constructed on any Lot, and no exterior alteration thereto shall be made until the site plan and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and plans and specifications for proposed improvements within thirty (30) days after submission of all such materials to the Committee, approval thereof shall be deemed to have been given; provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and to limit the number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Subdivision.

Where specifically granted the power by the provisions hereof, the Committee shall have the right, exercisable at its sole discretion, to grant variances to certain restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance. The Committee shall have no authority to grant any variance except in the instances expressly provided herein.

ARTICLE III

DOVE MEADOWS HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection,

expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the residents within the Properties.

SECTION 2. MEMBERSHIP. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

SECTION 3. VOTING. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all of 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.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

(a) annual assessments or charges; and

(b) special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting

and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the lands within the Properties in neat and good order, or which they consider of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. 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 LEVEL OF ANNUAL ASSESSMENTS. The maximum annual assessment for 1981 shall be \$120 per Lot. Each year thereafter the maximum annual assessment may be increased by the Board of Directors of the Association at its sole discretion, by an amount equal to a ten percent (10%) increase over the maximum assessment for the previous year without a vote of the Members of the Association. The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum. Annual assessments may be collected on a monthly basis at the Board's election.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment 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, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

175-68-2212

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the rate of ten percent (10%) per annum from the due date and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest as above specified, 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 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 assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. 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. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

175-98-2213

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 and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and, with the assent of two-thirds (2/3rds) of the Members, to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) Upon approval by two-thirds (2/3rds) of the Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of the Members provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area to public or private utility companies without approval of the Members.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants or contract purchasers who reside in the Subdivision, and to such other persons as may be permitted by the Association.

ARTICLE VI

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other than one single family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes and provided that they do not create an annoyance or nuisance to adjoining Lot owners.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, motor home, trailer, truck larger than a one ton pick-up, bus, inoperable automobile, or camper shall be parked or kept in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or otherwise screened from public view from all streets; provided, however, boats, boat trailers, boat riggings, motor-homes, trailers, and campers may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding seventy-two hours in any thirty day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of seventy-two (72) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such

materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tightfitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good house-keeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence not more than two stories in height shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage for not less than two (2) nor more than three (3) cars. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LIVING AREA REQUIREMENTS. The ground floor area of any one-story single family dwelling, exclusive of open or screened porches, terraces, driveways, patios and garages, shall contain not less than 1,000 square feet. The ground floor area of any one and one-half story or two story single family dwelling, exclusive of open porches, or screened terraces, driveways, patios and garages, shall contain not less than 800 square feet, and the total living area of any one and one-half or two story single family dwelling shall contain not less than 1,400 square feet.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer to a Street than the minimum building setback lines shown on the Subdivision Plat and no building shall be located on any utility easement. No residence shall be located nearer than five (5) feet to an interior lot line, however, an attached or detached garage located more than sixty (60) feet from the front lot line may be located no nearer than three (3) feet from any interior lot line. No residence shall be located nearer than fifteen (15) feet to the rear lot line, but an attached or detached garage may be located no nearer than ten (10) feet from the rear lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

SECTION 4. TYPE OF CONSTRUCTION. Unless otherwise approved by the Committee, at least fifty-one percent (51%) of the exterior wall area of all one story residences and fifty-one percent (51%) of the first floor exterior wall area of all one and one-half or two story residences (excluding detached but not attached garages, gables, windows, and door openings) must be of masonry or brick veneer. Detached garages may have wood siding of a type and design approved by the Committee. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee.

SECTION 5. TEMPORARY BUILDINGS. Unless otherwise approved by the Committee, temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must be reconverted to a garage.

SECTION 6. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 7. ROOF MATERIAL. Unless otherwise approved by the Committee, roofs of all residences shall be constructed so that the exposed material is wood shingles or asphalt or composition type shingles of No. 240 or heavier weight with a woodtone color.

SECTION 8. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the minimum building setback lines as shown on the Subdivision Plat. The erection of chain link fences is prohibited. Owners shall construct and maintain a fence or other suitable enclosure to screen from public view outside clothes lines, yard equipment, and wood piles or storage piles.

175-98-2217

SECTION 9. GRASS AND SHRUBBERY. The Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

SECTION 10. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign of not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 12. EXTERIOR ANTENNAE. No radio or television wires or antennae shall be placed so as to be visible to public view from any Street.

SECTION 13. FHA SCREENING FENCES. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

SECTION 14. SIDEWALKS. Before the construction of any residence is completed, the Builder shall construct in all adjacent street rights-of-way a concrete sidewalk four (4) feet in width, approximately parallel to the street curb and

175-98-2218

two (2) feet from the lot line. 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 corner. Pursuant to Federal law, curbs with accompanying sidewalks shall have curb ramps--- (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks.

SECTION 15. MINIMUM LOT SIZE IN RELATION TO RESIDENCE.

Any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites with the privilege of constructing improvements permitted herein; provided, however, no residence shall be erected on any building site having a width at the front of such site less than the shortest lot width at the front of any Lot as shown on the Subdivision Plat, and no residence shall be erected on any building site having an area less than 6,000 square feet except for Lots having less than 6,000 feet on the Subdivision Plat.

SECTION 16. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

SECTION 17. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any Street.

SECTION 18. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 19. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

ARTICLE VIII

175-93-2219

EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed within the Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Subdivision. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/249 volt, three wire, 60 cycle, alternating current.

The electric company will install the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are build for sale or rent. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed and this Declaration be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed that such

175-98-2220

amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary. Nothing contained herein shall be construed to require Declarant to pay to the company an amount representing the excess in cost of the underground distribution system over equivalent overhead facilities.

The provisions of the two preceding paragraph shall also apply to any future residential development in reserve(s), if any, shown on the Subdivision Plat, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such owner shall pay the electric company \$1.75 per front lot foot unless the Declarant has paid the electric company as above-described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, and neither Builder 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, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

SECTION 1. CABLE TELEVISION. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and right-of-ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Subdivision. Declarant does hereby reserve unto itself, its successors and assigns, the sole and exclusive right to receive and retain all income, revenue or other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements.

ARTICLE IX

ENFORCEMENT

The Association or any owner of land included in the Properties shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any such owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

175-98-2221

ARTICLE X

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the Lots in the Subdivision has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMER. 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 apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. REPLATTING. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any lawful manner, any reserve tracts contained within the Subdivision and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

SECTION 6. AMENDMENT. Subject to the provisions of Section 10 of this Article X, this Declaration may be amended by an instrument executed by the owners of two-thirds (2/3rds) of the Lots in the Subdivision. Any amendment must be recorded.

SECTION 7. ANNEXATION. Additional property may be annexed into the jurisdiction of the Association upon the consent of two-thirds (2/3rds) of the Members of the Association, provided, however, that upon submission to and approval by the FMA and the VA of a general plan of the entire development and approval of each stage of development, such additional stage of development may be annexed by Declarant without such approval by the Members. The owners of Lots in such annexed property, as well as all owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Area that may become subject to the jurisdiction of the Association.

ARTICLE XI

LIENHOLDER

Mortgage and Trust, Inc., a Texas corporation, the owner and holder of a lien or liens covering the land described in Exhibit "A" hereto, has executed this Declaration solely to

175-96-2222

evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions, and restrictions upon such land.

904 IN WITNESS WHEREOF, this Declaration is executed this day of Jan, 1981.

PRECISION HOMES, INC.

By: H.R. Wiegat
H. R. Wiegat, President

MORTGAGE AND TRUST, INC

By: C. Rodney Broese
C. Rodney Broese
Its: Asst Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared H. R. Wiegat, President of Precision Homes, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed 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 9th day of Jan, 1981.

(SEAL)

Cynthia Kiddick
Notary Public in and for
the State of Texas
Cynthia Kiddick

My commission expires: 4-18-84

RECORDED'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. Rodney Broese, Asst Vice President of Mortgage and Trust, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed 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 10th day of November, 1980.

(SEAL) January

Joan Purke
Notary Public in and for
the State of Texas

My commission expires:

JEAN PURKE
My Commission Expires 11-22-84

RETURN TO: LAW OFFICE OF JOAN PURKE

175-38-2223

Dove Meadows Section III
46.2815 Acres
John Jones Survey, A-481
Harris County, Texas

Job No. 9258
December 18, 1980

FIELD NOTE description to a tract of land containing 46.2815 acres, more or less, situated in the John Jones Survey, A-481, Harris County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Lot 4, Block 8 in Dove Meadows Section Two according to the map thereof recorded in Volume 225, Page 40 of the Harris County Map Records;

THENCE, along the southerly and westerly boundary line of said Dove Meadows Section Two the following;

THENCE, N 72 degrees 37 minutes 52 seconds E, a distance of 124.12 feet to a point;

THENCE, N 77 degrees 06 minutes 29 seconds E, a distance of 60.24 feet to a point;

THENCE, N 78 degrees 55 minutes 41 seconds E, a distance of 130.10 feet to a point;

THENCE, N 10 degrees 37 minutes 51 seconds W, a distance of 50.00 feet to a point;

THENCE, N 85 degrees 52 minutes 02 seconds E, a distance of 292.43 feet to a point;

THENCE, N 88 degrees 35 minutes 32 seconds E, a distance of 37.89 feet to a point;

THENCE, S 06 degrees 54 minutes 56 seconds E, a distance of 309.03 feet to a point;

THENCE, S 06 degrees 25 minutes 02 seconds E, a distance of 223.64 feet to a point;

THENCE, S 55 degrees 05 minutes 34 seconds E, a distance of 96.06 feet to a point;

THENCE, S 66 degrees 05 minutes 46 seconds E, a distance of 224.34 feet to a point;

THENCE, S 24 degrees 05 minutes 26 seconds W, a distance of 57.00 feet to a point;

THENCE, S 35 degrees 42 minutes 29 seconds E, a distance of 199.06 feet to a point;

EXHIBIT A

Handwritten signature

175-08-2224

Dove Meadows Section III
46.2815 Acres
John Jones Survey, A-481
Harris County, Texas
Page 2

Job No. 9258
December 18, 1980

THENCE, S 57 degrees 03 minutes 23 seconds E, a distance of 113.78 feet to a point;

THENCE, N 24 degrees 56 minutes 08 seconds E, a distance of 6.99 feet to a point;

THENCE, S 65 degrees 02 minutes 19 seconds E, a distance of 184.93 feet to a point;

THENCE, S 24 degrees 55 minutes 20 seconds W, a distance of 115.23 feet to a point;

THENCE, S 31 degrees 48 minutes 15 seconds W, a distance of 182.85 feet to a point;

THENCE, S 37 degrees 02 minutes 55 seconds W, a distance of 323.71 feet to a point;

THENCE, S 42 degrees 11 minutes 13 seconds W, a distance of 112.41 feet to a point;

THENCE, S 55 degrees 13 minutes 49 seconds W, leaving a boundary of Dove Meadows Section Two at 109.35 feet in all a total distance of 167.10 feet to a point;

THENCE, S 71 degrees 14 minutes 59 seconds W, a distance of 141.67 feet to a point;

THENCE, S 80 degrees 06 minutes 47 seconds W, a distance of 140.97 feet to a point;

THENCE, S 89 degrees 22 minutes 44 seconds W, a distance of 550.40 feet to a point;

THENCE, S 00 degrees 05 minutes 42 seconds E, a distance of 105.00 feet to a point;

THENCE, N 89 degrees 22 minutes 44 seconds E, a distance of 9.08 feet to a point;

THENCE, S 00 degrees 03 minutes 46 seconds W, a distance of 60.00 feet to a point;

THENCE, S 89 degrees 22 minutes 44 seconds W, a distance of 8.92 feet to a point;

175-98-2225

Dove Meadows Section III
46.2815 Acres
John Jones Survey, A-481
Harris County, Texas
Page 3

Job No. 9253
December 18, 1980

THENCE, S 00 degrees 05 minutes 42 seconds E, a distance of 19.43 feet to the point of curvature of a curve to the left;

THENCE, in a southerly direction along the arc of said curve to the left having a radius of 1484.00 feet and subtending a central angle of 07 degrees 33 minutes 12 seconds a length of 195.64 feet to a point for a corner;

THENCE, S 89 degrees 22 minutes 44 seconds W, a distance of 85.77 feet to a point for corner on the arc of curve to the left;

THENCE, in a northerly direction along the arc of said curve to the left having a radius of 1484.00 feet and subtending a central angle of 07 degrees 33 minutes 24 seconds a length of 195.72 feet to the point of tangency of said curve;

THENCE, N 00 degrees 05 minutes 42 seconds W, a distance of 19.58 feet to a point for a corner;

THENCE, S 89 degrees 22 minutes 44 seconds W, a distance of 9.08 feet to a point for a corner;

THENCE, N 00 degrees 37 minutes 16 seconds W, a distance of 60.00 feet to a point for a corner;

THENCE, N 89 degrees 22 minutes 44 seconds E, a distance of 9.63 feet to a point for a corner;

THENCE, N 00 degrees 05 minutes 42 seconds W, a distance of 105.00 feet to a point for a corner;

THENCE, S 89 degrees 22 minutes 44 seconds W, a distance of 125.00 feet to a point for a corner;

THENCE, N 00 degrees 37 minutes 16 seconds W, a distance of 165.00 feet to a point for a corner;

THENCE, N 89 degrees 22 minutes 44 seconds E, a distance of 21.46 feet to a point for a corner;

THENCE, N 00 degrees 05 minutes 42 seconds W, a distance of 844.04 feet to a point for a corner;

THENCE, S 89 degrees 54 minutes 18 seconds W, a distance of 105.00 feet to a point for a corner;

THENCE, S 00 degrees 05 minutes 42 seconds E, a distance of 3.94 feet to a point for a corner;

175-03-2226

Dove Meadows Section III
46.2915 Acres
John Jones Survey, A-481
Harris County, Texas
Page 4

Job No. 9258
December 18, 1980

THENCE, S 89 degrees 54 minutes 18 seconds W, a distance of 165.00 feet to a point for a corner;

THENCE, S 00 degrees 05 minutes 42 seconds E, a distance of 41.45 feet to a point for a corner;

THENCE, S 89 degrees 54 minutes 18 seconds W, a distance of 105.00 feet to a point for a corner;

THENCE, S 00 degrees 05 minutes 42 seconds E, a distance of 14.61 feet to a point for a corner;

THENCE, S 89 degrees 54 minutes 18 seconds W, a distance of 170.31 feet to a point for a corner on the easterly boundary line of Northwood Park according to the map thereof recorded in Volume 55, Page 5 of the Harris County Map Records;

THENCE, N 00 degrees 05 minutes 42 seconds W, a distance of 125.00 feet to a point for a corner;

THENCE, N 00 degrees 04 minutes 46 seconds W, continuing along the easterly boundary line of said Northwood Park a distance of 65.00 feet to a point for a corner;

THENCE, N 89 degrees 54 minutes 18 seconds E, leaving said easterly boundary line a distance of 110.29 feet to a point for a corner;

THENCE, N 00 degrees 05 minutes 42 seconds W, a distance of 39.96 feet to a point;

THENCE, N 89 degrees 54 minutes 18 seconds E, a distance of 165.00 feet to a point;

THENCE, N 00 degrees 05 minutes 42 seconds W, a distance of 60.05 feet to a point for a corner;

THENCE, N 89 degrees 54 minutes 18 seconds E, a distance of 383.31 feet to a point for a corner on the arc of a curve to the left;

THENCE, in a northerly direction along the arc of said curve to the left having a radius of 990.00 feet and subtending a central angle of 00 degrees 57 minutes 03 seconds a length of 16.43 feet and having a chord of N 02 degrees 31 minutes 28 seconds E, a distance of 16.43 feet to a point for corner;

THENCE, S 87 degrees 57 minutes 04 seconds E, a distance of 157.22 feet to a point for a corner;

175-08-2227

Dove Meadows Section Three
46.2815 Acres
John Jones Survey, A-481
Harris County, Texas
Page 5

Job No. 9258
December 18, 1980

THENCE, N 04 degrees 09 minutes 57 seconds E, a distance of 48.10 feet to a point for a corner;

THENCE, N 04 degrees 47 minutes 33 seconds W, a distance of 178.30 feet to a point;

THENCE, N 15 degrees 02 minutes 35 seconds W, a distance of 180.37 feet to the POINT OF BEGINNING and containing 46.2815 acres of land, more or less.

Gary L. Condon
CGS Engineering, Inc.

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

JAN 14 1981



Quinta Salcedo
COUNTY CLERK,
HARRIS COUNTY, TEXAS