

ANNEXATION OF WESTON LAKES VILLAGE
SECTION ONE AND SECTION TWOTHE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by that certain instrument dated April 5, 1985, and designated as "Declaration of Covenants, Conditions and Restrictions", executed by United Financial Corporation, as Declarant, recorded at Volume 1646, Page 817, of the Official Records of Fort Bend County, Texas, (hereinafter referred to as "said Declaration"), those certain tracts and parcels of land therein described and known as WESTON LAKES, SECTION TWO (hereinafter referred to as "Weston Lakes") were encumbered and subjected to said Declaration, to which said Declaration reference is here made for more particular description and all other pertinent purposes; and

WHEREAS, Section 1.01 (Annexable Area) of Article I (Definitions) of said Declaration provides as follows:

"Annexable Area shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation, any property adjacent to or in the proximity of the Property."

WHEREAS, Section 7.07 (Annexation of Annexable Area) of Article VII (Declarant's Rights and Reservations) of said Declaration provides as follows:

"Additional residential property and common areas outside of the Subdivision, including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Declarant into the real property which becomes subject to the jurisdiction and benefit of the Association, without the consent of the Owners of any other party; provided, however, such additional residential property outside of the Annexable Area may be made subject to the jurisdiction of the Association by the Declarant, without the consent of the Owners or any other party, provided that the annexation is in accordance with a general plan theretofore approved by the Board of Trustees. The Owners of lots in such annexed property as well as other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided such annexed property is impressed with and subject to at least the maintenance charge imposed hereby."

WHEREAS, JAMES M. HILL, JR. and PERRIN W. WHITE are the owners of that certain additional property within the area described in

said Declaration, which property is described as follows:

WESTON LAKES VILLAGE, SECTION ONE (1), a subdivision of 9.319 acres of land out of the John Randon League, Abstract No. 76, Fort Bend County, Texas, and being recorded under Slide No. 791B of the Fort Bend County Plat Records, Fort Bend County, Texas.

WESTON LAKES VILLAGE, SECTION TWO (2), a subdivision of 5.829 acres of land out of the John Randon League, Abstract No. 76, Fort Bend County, Texas, and being recorded under Slide No. 808A of the Fort Bend County Plat Records, Fort Bend County, Texas.

WHEREAS, UNITED FINANCIAL CORPORATION, as Declarant, now desires to annex the above described two Sections with the existing recorded "Restrictions" for each Section, and to include to said Sections by such annexation all of the easements, covenants, conditions, restrictions, and all other applicable terms and conditions of Section 2.06 of Article II (Reservations, Exceptions And Dedications), all of Article VI (Maintenance Fund) being Section 6.01 through Section 6.07, inclusive, all of Article VIII (Duties And Powers Of Property Owners Association), being Section 8.01 through Section 8.26, inclusive and all of Article X (Electrical Service) being Section 10.01 through Section 10.03, inclusive, of said Declaration.

NOW, THEREFORE, UNITED FINANCIAL CORPORATION, hereby annexes said Weston Lakes Village, Section One (1) and Section Two (2), pursuant to the provisions of Section 1.01 of Article I and Section 7.07 of Article VII of said Declaration and declares that all of the property comprising Section One (1) and Section Two (2) shall be held, sold and conveyed subject to the recorded "Restrictions" existing for each such Section and the easements, restrictions, covenants and conditions contained in Section 2.06 of Article II (Reservations, Exceptions and Dedications), all of Article VI (Maintenance Fund) being Section 6.01 through Section 6.07, inclusive, all of Article VIII (Duties And Powers Of Property Owners Association) being Section 8.01 through Section 8.26, inclusive, and all of Article X (Electrical Service), being Section 10.01 through Section 10.03, inclusive, of said Declaration. Declarant

does not adopt the covenants, conditions and restrictions of said Declaration except for the provisions of the foregoing referenced Article II, Article VI, Article VIII and Article X.

FURTHER, UNITED FINANCIAL CORPORATION and the owner, P. J. HOMES, a Texas general partnership, do hereby establish, adopt and promulgate the following supplemental restrictions to apply to the ownership, use, occupancy and conveyance of all right, title and interest in said Weston Lakes Village, Section One and Section Two for the benefit of the present and future owners of said lots, and the Weston Lakes Property Owner's Association, a Texas non-profit corporation:

29. Weston Lakes Village Special Fund. In addition to all other general maintenance assessments, there shall be a special charge to create a fund known as Weston Lakes Village Special Fund to be paid by the owner of each lot in the subdivision annually, in advance, on or before January 1 of each year. The exact amount for the year 1986 shall be determined by the Weston Lakes Property Owner's Association (hereinafter referred to as "the Association") on or before June 1, 1986, and shall be due and payable thirty (30) days thereafter. For all subsequent years, the exact amount of the special charge shall be determined by the Association during the month preceeding the due date of said charge. All other matters relating to the assessment, collection, expenditures and administration of this special fund shall be determined by the Association. The special charge shall not apply to lots owned by the Developer or owned by any person, firm, association, and corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots. The special charge shall not, without the consent of the Association, apply to any common areas as defined in the Declaration of Covenants, Conditions and Restrictions of Weston Lakes, Section Two. The special

charges which are collected shall be held and used for the benefit of the subdivision, including by way of example and not limitation, planting and clearing, landscaping, construction and maintenance of pathways and accessways for pedestrians, upkeep, repair and maintenance of all common areas, payment of ad valorem taxes and other assessments levied or imposed against common areas, payment of all other expenses incurred in connection with the enforcement of restrictions and in connection with collection and administration of the special charge, and generally for doing any other thing necessary or desirable in the opinion of the Association to maintain or improve, directly or indirectly, the common areas in the subdivision. The use of the special fund for any of the foregoing purposes is permissive and not mandatory and the decision of the Association with respect thereto shall be final, so long as made in good faith. In order to secure the payment of the special charge hereby levied, the Association shall have all of the rights of enforcement set forth hereinabove in paragraphs 6, 7 and 8 of the Restrictions of Weston Lakes Village, Sections One and Two. These provisions as to the special charge shall continue in effect unless changed in the manner and in the time or times hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth in said Restrictions.

30. Vehicles Permitted to Use Private Roads.

(a) The only motorized vehicles allowed on the roads and street easements in the Subdivisions shall be (1) motor vehicles currently licensed and inspected for use on public highways or (2) golf carts with a current permit issued by the Weston Lakes Country Club; provided, however, golf carts shall be operated in the Subdivision solely for purposes of access to and from the Weston Lakes Country Club.

(b) The use of non-licensed motor vehicles including, but not limited to, automobiles, trucks, motorcycles, dirt bikes, off-road vehicles and go-carts is expressly prohibited.

(c) Vehicles, regardless of type, may only be operated by individuals holding a current driver's license valid in the State of Texas.

(d) Licensed motorized two-wheel or three-wheel vehicles shall be allowed within the Subdivision solely for the purpose of access to and from the Subdivision and access to and from the Weston Lakes Country Club, but shall not be permitted for travel within the Subdivision.

EXECUTED this 24th day of February, 1986.

UNITED FINANCIAL CORPORATION,
a Texas corporation

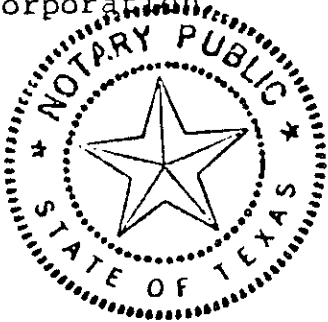
BY: Mary Ellen Ambrose
MARY ELLEN AMBROSE,
Vice-President

P. J. HOMES, a Texas general partnership
BY: Perrin W. White
PERRIN W. WHITE, Managing Partner

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 28th day of February, 1986, by MARY ELLEN AMBROSE, Vice-President of UNITED FINANCIAL CORPORATION, a corporation, on behalf of said corporation.



Susan Mulvey
Notary Public, State of Texas
NAME PRINTED: SUSAN MULVEY
My commission expires: 2-28-86

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 24th day of February, 1986, by PERRIN W. WHITE.

Brenda McKern
Notary Public, State of Texas
NAME PRINTED: BRENDA MCKERN
My commission expires: 12-31-88

RETURN TO:
P J HOMES
2701 REVERE, #313
HOUSTON, TEXAS 77098

EXHIBIT "C"
RESTRICTIONS

The herein conveyed property (the "Property") is hereby subjected to the following restrictions (the "Restrictions"):

1. Approval of Plans. No building, structure, or other improvements of any character (including utility improvements) shall be commenced, erected, constructed, or placed upon the Property by Grantee or Owner ("Owner" [which term shall also refer to Grantee, as applicable]) of any portion of the Property, and no changes or alterations shall be made to any building or improvements hereafter constructed or placed thereon unless the exterior design thereof (including type of materials constituting the exterior) shall have first been submitted to and approved in writing by Grantor, which approval shall not be unreasonably withheld or delayed. Architectural approval by the Grantor shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, street layout, harmony of external design and color with existing and proposed structures and location with respect to topography, finished grade elevation, parking facilities, square footage of residential dwellings, and planned density of the overall development of the Property. Grantor acknowledges that Grantee contemplates developing a subdivision composed of detached single-family dwellings on platted lots ("Lots") as part of a semi-retirement community.

Grantee shall present two (2) copies of the plans and specifications (including plot plans showing the location of the proposed improvements on the Property and dimensions of all proposed walks, fences, driveways, curb cuts, designated parking areas and recreational improvements and areas for the Property (and all other matters relevant to architectural approval) with each application for any proposed buildings and other improvements, or any significant changes or alterations thereto, on the Property to Grantor, who shall have twenty (20) days from the receipt of such plans and specifications within which to approve or make objections thereto. Approval or disapproval shall be in writing. Written approval of such plans and specifications by Grantor shall be conclusive evidence of Grantee's compliance with these Restrictions (provided, of course, that the improvements are built in accordance with such approved plans and specifications).

The authority to grant or withhold architectural control approval as referred to above is vested in the Grantor and its successors and assigns or designated appointees (by recorded instrument), (which in no event shall be the Weston Lakes Architectural Control Committee). "Grantor", as used herein, shall mean or refer to United Financial Corporation or its successors and assigns or designated appointees (by recorded instrument), as applicable.

In order to control the quality of construction to reasonably insure that construction will comply with these Restrictions, all applicable governmental requirements and the approved plans and specifications, the Grantor and its representations shall have the right, at any reasonable time, to make building inspections of the improvements being constructed by the owner of the Property.

2. Compliance with Laws. Grantee shall not use the Property for any activity which is in violation of any Federal,

State, Municipal, or other laws, ordinances, rules and regulations applicable to the Property.

3. Residential Use. The Property shall be used solely for private residential purposes, and all Lots subdivided in the Property shall be used by a single family only for private residential purposes. For purposes of this provision, dwellings constructed on the Lots shall be deemed to be used for residential purposes when they are used to house persons of a single family and their belongings, without regard to whether the persons are owners of such dwellings or occupy the dwellings pursuant to a rental, leasing or other arrangement. Except for the leasing or rental of any dwelling, no dwelling shall be used for any commercial, business or professional purpose nor for church purposes. The use of the dwellings for the maintenance of a personal or professional library; for the keeping of personal, business or professional records or accounts or for the handling of personal, business or professional telephone calls or correspondence shall not be deemed to be in violation of this provision, but regular consultation with clients at the dwelling is prohibited.

4. Temporary Structures. No house trailer, mobile home or prefabricated structure, tent, shed, barn, garage or other temporary building of any nature shall be placed or constructed on the Property; provided, however, that a temporary office, sales facility, construction trailer or work shed may, following approval thereof by the Grantor, be maintained by a building contractor, Grantee or sales agency in connection with the erecting of permanent improvements on the Property or during the marketing and sale of the Property, but such temporary structure(s) shall be removed upon the earlier to occur of: completion of construction of all of the improvements contemplated to be constructed on the Property, the initial sale of all improvements constructed on the Property, or within ten (10) days following notice from the Grantor if such structure violates any other provision of these Restrictions or any restrictions applicable to the Property. No such temporary building shall ever be used for residential purposes.

5. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. If such common household pets are kept, they must be confined to a fenced yard (or patio), or within the dwelling unit.

6. Lot Maintenance.

(a) All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property.

(b) In the event of any default by the Owner or other occupant of any Lot in observing the above requirements or the requirements of this Paragraph 6, which default is continuing

after ten (10) days written notice thereof to the Owner or occupant, as applicable, Grantor or its designated agents may, without liability to the Owner or any occupants of the Lot in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these Restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work and associated materials.

(c) In the event of the Owner's failure to pay any amount required to be paid in this Paragraph 6 within thirty (30) days after receipt of a statement therefor, the amount thereof shall become a charge against such Property.

7. Effect of Non-Payment of Amounts Due. Any amount specified in Paragraph 6 hereof which is not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate permissible by law. Grantor may (but shall not be obligated to) bring an action at law against the Owner personally obliged to pay the same or foreclose the lien against such Property.

8. Subordination of Lien and Enforcement of Restrictions. The lien of the charge provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any of the Property shall not affect the lien. However, the sale or transfer of any portion of the Property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the Property from liability of any charge thereafter becoming due or from the lien thereof.

It shall be lawful for Grantor, its successors and assigns, to institute a proceeding against any person or persons attempting to violate the covenants and provisions set forth herein or incorporated by reference in this Deed. It is hereby stipulated that the failure or refusal of the Grantee, its successors and assigns, to perform the obligations hereunder would result in irreparable harm to Grantor. Thus, the breach of any of these provisions may not only give rise to an action for damages at law, but also may be enforced with injunctive relief (i.e., restraining orders and/or injunctions) in any court of competent jurisdiction, upon the proof of the existence of a violation or attempted or threatened violation, but without the necessity of proof of inadequacy of legal remedies or irreparable harm. If the enforcing party recovers, then the court costs and attorney's fees shall be assessed against the violator.

9. Height Limitation of Improvements and Maximum Height of Antennae. No building shall be erected, placed, altered, or permitted on the Property exceeding three (3) stories in height. No radio or television aerial wires or antennae shall be maintained on any portion of the Property forward of the front building line of said Property; nor shall any antennae of any style be permitted upon the Property which extends more than ten (10) feet above the height of the roof of any permanent structure on said Property.

10. Window Units. No window or wall-type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building or in any part of the Property, except in temporary buildings approved by the Grantor.

11. Residential Foundation Requirements. All building foundations shall consist of concrete slabs, unless the Grantor approves a different type of foundation when circumstances such as the topography of the Lot make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finishing slab elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court of Fort Bend County, Texas, and other applicable governmental authorities. In no case will a slab be lower than eighteen (18) inches above natural ground.

12. Removal of Trees, Trash and Care of Lots During Construction of Residence.

(a) All Owners, during their respective construction of a residence, are required to remove and haul from the Lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the residence, construction of other improvements and landscaping. No burning is allowed on the Lot and no materials or trash hauled from the Lot may be placed elsewhere in the Property or on land owned by Grantee or Grantor whether adjoining the Property or not.

(b) All Owners, during their respective construction of a residence, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.

(c) No trash, materials, or dirt is allowed in the street or street ditches. All Owners shall keep street and street ditches free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.

(d) No Owner or Contractor may enter onto a Lot adjacent to the Lot upon which he is building for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of building improvements by the Owner of an adjacent Lot.

13. Drainage. Each Owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Property; and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to Grantor and shall be subject to Grantor's approval). For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Property, including landscaping of any Lot in the Property, was completed by Grantee.

14. Masonry Requirements. Without the prior approval of Grantor, no residence shall have less than fifty-one percent (51%) masonry construction or its equivalent on its exterior wall area, except that detached garages may have wood siding of a type and design approved by Grantor.

15. Prohibition of Offensive Activities. Without expanding the permitted uses of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or may become an annoyance or a nuisance to the Property. This restriction is waived in regard to the customary sales activities required to sell homes in the Property and the lighting effects utilized to display the model homes. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Grantor initially shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance; however, such discretion may be assigned by Grantor to Grantee or to any homeowner's association ("Association") created for the Property. Activities expressly prohibited, include, without limitation, (1) the performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots, (2) the use or discharge of firearms, firecrackers or other fireworks within the Property, (3) the storage of flammable liquids in excess of five gallons, or (4) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

No Lot or other portion of the Property shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring persons.

16. Storage of Vehicles or Equipment. No motor vehicle or non-motorized vehicle (including, without limitation, trucks and recreational vehicles), boat, trailer, camper, marine craft, machinery or equipment of any kind may be parked or stored for longer than ten (10) hours or on a semi-permanent or daily basis on any part of any Lot, private road or street, easement, right-of-way, or common area within the Property unless such vehicle or object is completely concealed from public view inside a garage or approved enclosure. Notwithstanding the ten (10) hour parking restriction, there shall be no over-night parking on any road or street. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt from the ten (10) hour parking restriction only as it pertains to parking or storing of vehicles on the driveway portion of any Lot. No vehicle shall be parked in a yard or in the street or along the side of a street that blocks the flow of traffic. No vehicle may be repaired on a Lot unless such vehicle is concealed inside a garage or other approved enclosure during the repair thereof.

This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of (i) residential dwelling(s) or related improvements in the immediate vicinity thereof or (ii) utility improvements within the Property.

17. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained

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or permitted upon any Lot. At no time shall the drilling, usage or operation of any water well be permitted on any Lot, except that Grantor may, in its discretion, allow water wells to be drilled for homes requiring water wells for solar heating and cooling purposes.

18. Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any Lot in the Property without the prior approval of Grantor and any such approval which is granted may be withdrawn at any time, in which event, the parties granted such permission shall immediately remove such structures. Notwithstanding the foregoing sign restrictions, Grantor agrees to permit Grantee to erect and maintain signs on the Property in connection with Grantee's marketing of the Property, subject to Grantor's reasonable prior approval thereof.

Grantor or the Association (or any agent designated in writing by Grantor or the Association) shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any Lot, and in doing so shall not be subject to any liability for trespass or any other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

19. Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.

20. Solar Collectors. No solar collector shall be installed without the prior written approval of Grantor. Such installation shall be in harmony with the design of the residence. Solar collectors shall be installed in a location not visible from the public street in front of the residence.

21. Drying of Clothes in Public View. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, Pecan Lake or other facilities where the rear yard or portion of the Lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

22. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried in the streets or into any body of water. No septic tank or other means of sewage disposal will be permitted.

23. Residences and Improvements damaged by Fire or Other Casualty. Any buildings or other improvements within the Property that are destroyed partially or totally by fire, storm, or any other casualty, shall be repaired or demolished within a reasonable period of time, and the Lot and improvements thereon, as applicable, restored to an orderly and attractive condition.

24. Boats Permitted on Lakes. All boats, including boats powered by motors, oars, paddles or sails must be licensed by Property Owner's Association for Grantor's Weston Lakes Project (the "Weston Lakes POA"), and the Owner's right to use licensed boats on Pecan Lake or Oxbow Lake shall be subject to the Rules and Regulations of the Weston Lakes POA.

25. Swimming Prohibited in Lakes. No Owner shall have the right to swim in Pecan Lake or Oxbow Lake at any time.

26. Additional Restrictions. Grantee reserves the right to impose additional restrictions, rules and regulations for the Property, not inconsistent with the intent of the provisions of this instrument, without the consent or approval of Grantor or any owner of the Property (including, without limitation, the right to (i) file a plat establishing the Property as a subdivision in Fort Bend County, Texas and (ii) establish a homeowner's association therefor, rules and regulations relating to the owners' use of the Property, an underground electrical distribution system, additional architectural controls for the Property, maintenance assessments and charges and liens to secure the payment thereof, and the respective Owners' maintenance and repair obligations. Grantee agrees, however, to submit an execution draft of the instrument imposing such additional restrictions to Grantor not less than thirty (30) days prior to Grantee's recording of such instrument. Although Grantor hereby confirms that Grantee's joinder is not necessary for such additional restrictions to become effective and binding on the Owners of all or any portion of the Property, if Grantee requests Grantor's joinder in such instrument(s), Grantor agrees to execute such instrument(s) upon reasonable request by Grantee, provided that Grantee indemnifies and holds Grantor harmless from any claims or expenses relating to Grantor's execution of such instrument(s).

27. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

28. Term. The foregoing covenants, conditions, restrictions, reservations, and use limitations shall be deemed covenants running with the Property and shall be binding on the Grantee, and their respective heirs, administrators, executors, representatives, successors and assigns, and shall be in effect for a term of forty (40) years from the date of this instrument and shall be automatically extended for successive ten (10) year periods, unless the record owner of two-thirds (2/3rds) of the Property elect not to extend same by instrument duly filed in the Official Records of Real Property, Fort Bend County, Texas, prior to the date the term would otherwise be automatically extended. Prior to the expiration of the aforementioned term (including any extensions thereof), the aforementioned restrictions may be amended only by an instrument duly signed by Grantor, by two-thirds (2/3rds) of the Owners of the Property, and by the mortgagees, if applicable, of said two-thirds (2/3rds) of the Owners of the Property. The Grantor agrees not to unreasonably withhold its consent to any amendment proposed to these Restrictions.

FILED

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Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS

COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

AUG 6 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

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For reference
only

OFFICIAL RECORDS

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7/29/85

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SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

That United Financial Corporation, a Texas corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration this day paid to the Grantor by S. R. Group, a Texas general partnership composed of: James M. Hill, Jr. and Perrin W. White (hereinafter collectively referred to as "Grantee", Grantee's address being 2701 Revere, Suite 313, Houston, Texas 77058), the receipt and sufficiency of which consideration is hereby confessed and acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the Grantee the following described property, to wit:

9.5896 acres of land (the "Land") situated in the John Randon League, Abstract 76, Fort Bend County, Texas, being out of a 2,452.390 acre tract of land known as the Harris Tract described in an instrument recorded in Volume 1055, Page 143 of the Fort Bend County Deed Records, said Land being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Land, together with all appurtenances and improvements (in their present physical condition, "AS IS", with no warranties as to condition, adequacy, or suitability, express or implied), if any, thereon, is hereinafter referred to as the "Property".

This Deed is executed and delivered by the Grantor and accepted by the Grantee subject to the validly existing and enforceable rights, interests and estates, if any, of third parties in connection with the matters (the "Permitted Encumbrances") described on Exhibit "B" attached hereto and made a part hereof for all purposes.

This Deed is also executed and delivered by the Grantor and accepted by the Grantee subject to herein created restrictions

Grant

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(the "Restrictions") described on Exhibit "C" attached hereto and made a part hereof for all purposes, which restrictions shall be deemed to be covenants running with the Property, as provided therein and binding upon the Grantee and its successors and assigns.

Grantor herein retains and reserves all oil, gas and other minerals in, on, or under the Property owned by Grantor (subject, of course, to the outstanding royalty interests and mineral interests referred to in Exhibit "B"). However, Grantor waives all rights to use the surface of the Property, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, treating, or storing of oil, gas and other minerals in and under the Property. Nothing herein contained shall ever be construed to prevent the Grantor, or its successors and assigns, from developing or producing any oil, gas and other minerals in and under the Property by pooling or by directional drilling or otherwise from off the surface of the Property. Without limiting the foregoing, Grantor does further hereby expressly covenant and agree for Grantor and its successors and assigns, including any lessee's of the mineral estate owned by Grantor, that Grantor will not use the surface of the Property by reason of rights obtained from the undivided mineral interest in the Property owned by persons other than Grantor and that any oil, gas or mineral lease entered into or executed by Grantor in favor of any person, firm or corporation, covering or affecting any portion of the mineral estate of the Property shall be expressly made subject to the terms and provisions of this instrument.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee and its successors and assigns, forever.

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Grantor does hereby bind itself and its successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said Property, unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances and taxes for the year 1985, which have been prorated to the date of this Deed.

EXECUTED this 31st day of July, 1985.

UNITED FINANCIAL CORPORATION,
a Texas corporation

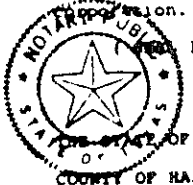
By: Mary Ellen Ambrose
Mary Ellen Ambrose,
Vice President
"Grantor"

W. H. GROUP, a Texas general
partnership

By: Perrin W. White
Perrin W. White,
Managing Partner
"Grantee"

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 31st day of July, 1985, by Mary Ellen Ambrose, Vice President of United Financial Corporation, a Texas corporation, on behalf of said corporation.



Susan Mulvey
Notary Public, State of Texas
SUSAN MULVEY
Notary Public in and for the State of Texas
My Commission Expires 3-25-89

THE STATE OF TEXAS §
COUNTY OF HARRIS §

August This instrument was acknowledged before me on 1 day of July, 1985, by Perrin W. White, Managing Partner of W. H. Group, a Texas general partnership, on behalf of said partnership.

(SEAL)

BM130F
072985

John W. Mahoney
Notary Public, State of Texas
John W. Mahoney

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EXHIBIT "A"
THE PROPERTY

STATE OF TEXAS

COUNTY OF FORT BEND

A METES AND BOUNDS DESCRIPTION of 9.5896 acres of land situated in the John Randon League, Abstract No. 76, Fort Bend County, Texas, being out of a 2452.390 acre tract of land known as the Harris tract recorded in Volume 1055, Page 143 of the Fort Bend County Deed Records and being more particularly described as follows:

BEGINNING at a 1-inch iron pipe set in the East right-of-way line of Bowser Road (60-foot wide) marking the southwesterly corner of Lot 29, Block 14 of Weston Lakes Section 4, replat of which is filed for record on slides no. 7678, 7684 and 7688 of the Fort Bend County Plat Records;

THENCE, along the Southwesterly boundary lines of said Weston Lakes Section 4 the following elever. (11) courses and distances:

- 1) South 56° 46' 13" East, 227.01 feet to a 1-inch iron pipe set at an angle point;
- 2) South 42° 02' 37" East, 150.81 feet to a 1-inch iron pipe set at an angle point;
- 3) South 18° 47' 26" East, 143.17 feet to a 1-inch iron pipe set in the Northerly right-of-way line of West Harptree (60-foot wide);
- 4) South 03° 11' 26" East, 64.26 feet to a point in the Southerly right-of-way line of said West Harptree;
- 5) South 37° 20' 43" East, 31.83 feet to an angle point;
- 6) South 38° 37' 35" East, 211.30 feet to an angle point;
- 7) South 33° 18' 38" East, 41.88 feet to an angle point;
- 8) South 06° 13' 33" West, 55.33 feet to an angle point;
- 9) South 21° 38' 40" West, 67.78 feet to an angle point;
- 10) South 07° 09' 43" East, 192.50 feet to an angle point;
- 11) South 17° 49' 06" East, 58.82 feet to an angle point;

THENCE, South 07° 17' 44" West, 74.58 feet along the centerline of a ditch to a point for corner.

THENCE, West, 508.96 feet along the existing South boundary line of Fort Bend County MUD No. 81 to a 1-inch iron pipe set at its Southwest corner in the East right-of-way line of aforementioned Bowser Road;

THENCE, North 00° 25' 39" West, 1100.90 feet along said East right-of-way line to the POINT OF BEGINNING, CONTAINING 9.5896 acres of land in Fort Bend County, Texas.

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7/29/85

EXHIBIT "B"
PERMITTED ENCUMBRANCES

1. The Restrictions described in Exhibit "C" attached hereto.

2. Twenty foot (20') maintenance easement along the eastern portion of the Property adjacent to Pecan Lake, as established by the Replat of Weston Lakes - Section 4 filed under Slide Nos. 767B, 768A & 768P, Fort Bend County Plat Records.

3. Forty foot (40') wide drainage easement along the easterly Property line, being the westerly forty feet (40') of an eighty foot (80') wide drainage easement, as set forth by the Replat of Weston Lakes - Section 4 filed under Slide Nos. 767B, 768A & 768B, Fort Bend County Plat Records.

4. Non-participating royalty interests in and to all the oil and gas on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instruments recorded in Volume 253, Page 166, Volume 253, Page 392, Volume 253, Page 592 and Volume 257, Page 278 of the Deed Records of Fort Bend County, Texas.

5. A 1/8th non-participating royalty interest in and to all the oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instruments recorded in Volume 340, Page 89 of the Deed Records of Fort Bend County, Texas.

6. One-half (1/2) of minerals, including strip mining for coal and lignite, reserved by Titus Holliday Harris, Jr. in Deed to Titus Holliday Harris, Jr. and Jack Wandt with no right to use any part of the surface without consent and joinder of the surface owner, said Deed being filed for record in the office of the County Clerk of Fort Bend County, Texas, on June 4, 1982, bearing clerk's file number 22464, which reservation absorbs a prior mineral reservation as set forth and described in The Last Will and Testament of Laura M. Harris, Deceased, Probate No. 33678, Galveston County, Texas; bearing the same reservation set out in Paragraph 7 below.

7. Mineral interests of 194, 224 and 164 held by First Hutchings-Sealy National Bank of Galveston and Robert K. Hutchings, as Co-Trustees under the Will of Laura M. Harris, Deceased, Probate No. 33678, Galveston County, Texas. As to that portion of Tract 2 out of the original 293.75 acre tract, being the 4th tract described in Volume 69, Page 116, Deed Records of Fort Bend County, Texas, said outstanding mineral interest is 108/588 (194) interest. As to that portion of Tract 2 out of the original 1037 acre tract said outstanding mineral interest is a 248.5/1176 (224) interest. As to that portion of Tract 2 out of the original 1469 acre tract as described in Volume P, Page 345, District Court Minutes, Fort Bend County, Texas, said outstanding mineral interest is a 94/588 (164) interest.

8. Participating interest of one-half (1/2) of royalties, being not less than a 1/16th royalty reserved in deed from Mrs. Eva C. Buxton to The State National Bank of Houston, dated March 18, 1942, recorded in Volume 203, Page 445 of the Deed Records of Fort Bend County, Texas, which interest is recited to include a 1/64th royalty interest described in Royalty Deed from A. A. Buxton to J. O. Doty, dated January 11, 1930, recorded in Volume 129, Page 464, of the Deed Records of Fort Bend County, Texas.
BM130G

7/8/85

EXHIBIT "C"
RESTRICTIONS

The herein conveyed property (the "Property") is hereby subjected to the following restrictions (the "Restrictions"):

1. Approval of Plans. No building, structure, or other improvements of any character (including utility improvements) shall be commenced, erected, constructed, or placed upon the Property by Grantee or Owner ("Owner" (which term shall also refer to Grantee, as applicable)) of any portion of the Property, and no changes or alterations shall be made to any building or improvements hereafter constructed or placed thereon unless the exterior design thereof (including type of materials constituting the exterior) shall have first been submitted to and approved in writing by Grantor, which approval shall not be unreasonably withheld or delayed. Architectural approval by the Grantor shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, street layout, harmony of external design and color with existing and proposed structures and location with respect to topography, finished grade elevation, parking facilities, square footage of residential dwellings, and planned density of the overall development of the Property. Grantor acknowledges that Grantee contemplates developing a subdivision composed of detached single-family dwellings on platted lots ("lots") as part of a semi-retirement community.

Grantee shall present two (2) copies of the plans and specifications (including plot plans showing the location of the proposed improvements on the Property and dimensions of all proposed walks, fences, driveways, curb cuts, designated parking areas and recreational improvements and areas for the Property (and all other matters relevant to architectural approval) with each application for any proposed buildings and other improvements, or any significant changes or alterations thereto, on the Property to Grantor, who shall have twenty (20) days from the receipt of such plans and specifications within which to approve or make objections thereto. Approval or disapproval shall be in writing. Written approval of such plans and specifications by Grantor shall be conclusive evidence of Grantee's compliance with these Restrictions (provided, of course, that the improvements are built in accordance with such approved plans and specifications).

The authority to grant or withhold architectural control approval as referred to above is vested in the Grantor and its successors and assigns or designated appointees (by recorded instrument), (which in no event shall be the Weston Lakes Architectural Control Committee). "Grantor", as used herein, shall mean or refer to United Financial Corporation or its successors and assigns or designated appointees (by recorded instrument), as applicable.

In order to control the quality of construction to reasonably insure that construction will comply with these Restrictions, all applicable governmental requirements and the approved plans and specifications, the Grantor and its representatives shall have the right, at any reasonable time, to make building inspections of the improvements being constructed by the owner of the Property.

2. Compliance with Laws. Grantee shall not use the Property for any activity which is in violation of any Federal,

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State, Municipal, or other laws, ordinances, rules and regulations applicable to the Property.

3. Residential Use. The Property shall be used solely for private residential purposes, and all Lots subdivided in the Property shall be used by a single family only for private residential purposes. For purposes of this provision, dwellings constructed on the Lots shall be deemed to be used for residential purposes when they are used to house persons of a single family and their belongings, without regard to whether the persons are owners of such dwellings or occupy the dwellings pursuant to a rental, leasing or other arrangement. Except for the leasing or rental of any dwelling, no dwelling shall be used for any commercial, business or professional purpose nor for church purposes. The use of the dwellings for the maintenance of a personal or professional library; for the keeping of personal, business or professional records or accounts or for the handling of personal, business or professional telephone calls or correspondence shall not be deemed to be in violation of this provision, but regular consultation with clients at the dwelling is prohibited.

4. Temporary Structures. No house trailer, mobile home or prefabricated structure, tent, shed, barn, garage or other temporary building of any nature shall be placed or constructed on the Property; provided, however, that a temporary office, sales facility, construction trailer or work shed may, following approval thereof by the Grantor, be maintained by a building contractor, Grantee or sales agency in connection with the erecting of permanent improvements on the Property or during the marketing and sale of the Property, but such temporary structure shall be removed upon the earlier to occur of: completion of construction of all of the improvements contemplated to be constructed on the Property, the initial sale of all improvements constructed on the Property, or within ten (10) days following notice from the Grantor if such structure violates any other provision of these Restrictions or any restrictions applicable to the Property. No such temporary building shall ever be used for residential purposes.

5. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. If such common household pets are kept, they must be confined to a fenced yard (or patio), or within the dwelling unit.

6. Lot Maintenance.

(a) All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property.

(b) In the event of any default by the Owner or other occupant of any Lot in observing the above requirements or the requirements of this Paragraph 6, which default is continuing

after ten (10) days written notice thereof to the Owner or occupant, as applicable. Grantor or its designated agents may, without liability to the Owner or any occupants of the Lot in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these Restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work and associated materials.

(c) In the event of the Owner's failure to pay any amount required to be paid in this Paragraph 6 within thirty (30) days after receipt of a statement thereof, the amount thereof shall become a charge against such Property.

7. Effect of Non-Payment of Amounts Due. Any amount specified in Paragraph 6 hereof which is not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate permissible by law. Grantor may (but shall not be obligated to) bring an action at law against the Owner personally obliged to pay the same or foreclose the lien against such Property.

8. Subordination of Lien and Enforcement of Restrictions. The lien of the charge provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any of the Property shall not affect the lien. However, the sale or transfer of any portion of the Property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the Property from liability of any charge thereafter becoming due or from the lien thereof.

It shall be lawful for Grantor, its successors and assigns, to institute a proceeding against any person or persons attempting to violate the covenants and provisions set forth herein or incorporated by reference in this Deed. It is hereby stipulated that the failure or refusal of the Grantee, its successors and assigns, to perform the obligations hereunder would result in irreparable harm to Grantor. Thus, the breach of any of these provisions may not only give rise to an action for damages at law, but also may be enforced with injunctive relief (i.e., restraining orders and/or injunctions) in any court of competent jurisdiction, upon the proof of the existence of a violation or attempted or threatened violation, but without the necessity of proof of inadequacy of legal remedies or irreparable harm. If the enforcing party recovers, then the court costs and attorney's fees shall be assessed against the violator.

9. Height Limitation of Improvements and Maximum Height of Antennae. No building shall be erected, placed, altered, or permitted on the Property exceeding three (3) stories in height. No radio or television aerial wires or antennae shall be maintained on any portion of the Property forward of the front building line of said Property; nor shall any antennae of any type be permitted upon the Property which extends more than ten (10) feet above the height of the roof of any permanent structure on said Property.

10. Window Units. No window or wall-type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building or in any part of the Property, except in temporary buildings approved by the Grantor.

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11. Residential Foundation Requirements. All building foundations shall consist of concrete slabs, unless the Grantor approves a different type of foundation when circumstances such as the topography of the Lot make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finishing slab elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court of Fort Bend County, Texas, and other applicable governmental authorities. In no case will a slab be lower than eighteen (18) inches above natural ground.

12. Removal of Trees, Trash and Care of Lots During Construction of Residence.

(a) All Owner, during their respective construction of a residence, are required to remove and haul from the Lot all tree stumps, trees, limbs, branches, underbush and all other trash or rubbish cleared from the Lot for construction of the residence, construction of other improvements and landscaping. No burning is allowed on the Lot and no materials or trash hauled from the Lot may be placed elsewhere in the Property or on land owned by Grantee or Grantor whether adjoining the Property or not.

(b) All Owners, during their respective construction of a residence, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.

(c) No trash, materials, or dirt is allowed in the street or street ditches. All Owners shall keep street and street ditches free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.

(d) No Owner or Contractor may enter onto a Lot adjacent to the Lot upon which he is building for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of building improvements by the Owner of an adjacent Lot.

13. Drainage. Each Owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Property; and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to Grantor and shall be subject to Grantor's approval). For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Property, including landscaping of any Lot in the Property, was completed by Grantee.

14. Masonry Requirements. Without the prior approval of Grantor, no residence shall have less than fifty-one percent (51%) masonry construction or its equivalent on its exterior wall area, except that detached garages may have wood siding of a type and design approved by Grantor.

15. Prohibition of Offensive Activities. Without expanding the permitted uses of the L.O.S., no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or may become an annoyance or a nuisance to the Property. This restriction is waived in regard to the customary sales activities required to sell homes in the Property and the lighting effects utilized to display the model homes. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Grantor initially shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance; however, such discretion may be assigned by Grantor to Grantee or to any homeowner's association ("Association") created for the Property. Activities expressly prohibited, include, without limitation, (1) the performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots, (2) the use or discharge of firearms, firecrackers or other fireworks within the Property, (3) the storage of flammable liquids in excess of five gallons, or (4) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

No Lot or other portion of the Property shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring persons.

16. Storage of Vehicles or Equipment. No motor vehicle or non-motorized vehicle (including, without limitation, trucks and recreational vehicles), boat, trailer, camper, marine craft, machinery or equipment of any kind may be parked or stored for longer than ten (10) hours or on a semi-permanent or daily basis on any part of any Lot, private road or street, easement, right-of-way, or common area within the Property unless such vehicle or object is completely concealed from public view inside a garage or approved enclosure. Notwithstanding the ten (10) hour parking restriction, there shall be no over-night parking on any road or street. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt from the ten (10) hour parking restriction only as it pertains to parking or storing of vehicles on the driveway portion of any Lot. No vehicle shall be parked in a yard or in the street or along the side of a street that blocks the flow of traffic. No vehicle may be repaired on a Lot unless such vehicle is concealed inside a garage or other approved enclosure during the repair thereof.

This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of (i) residential dwelling(s) or related improvements in the immediate vicinity thereof or (ii) utility improvements within the Property.

17. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained

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or permitted upon any Lot. At no time shall the drilling, usage or operation of any water well be permitted on any Lot, except that Grantor may, in its discretion, allow water wells to be drilled for homes requiring water wells for solar heating and cooling purposes.

18. Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any Lot in the Property without the prior approval of Grantor and any such approval which is granted may be withdrawn at any time, in which event, the parties granted such permission shall immediately remove such structures. Notwithstanding the foregoing sign restrictions, Grantor agrees to permit Grantee to erect and maintain signs on the Property in connection with Grantee's marketing of the Property, subject to Grantor's reasonable prior approval thereof.

Grantor or the Association (or any agent designated in writing by Grantor or the Association) shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any Lot, and in doing so shall not be subject to any liability for trespass or any other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

19. Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.

20. Solar Collectors. No solar collector shall be installed without the prior written approval of Grantor. Such installation shall be in harmony with the design of the residence. Solar collectors shall be installed in a location not visible from the public street in front of the residence.

21. Drying of Clothes in Public View. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, Pecan Lake or other facilities where the rear yard or portion of the Lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

22. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried in the streets or into any body of water. No septic tank or other means of sewage disposal will be permitted.

23. Residences and Improvements damaged by Fire or Other Casualty. Any buildings or other improvements within the Property that are destroyed partially or totally by fire, storm, or any other casualty, shall be repaired or demolished within a reasonable period of time, and the Lot and improvements thereon, as applicable, restored to an orderly and attractive condition.

24. Boats Permitted on Lakes. All boats, including boats powered by motors, oars, paddles or sails must be licensed by Property Owner's Association for Grantor's Weston Lakes Project (the "Weston Lakes POA"), and the Owner's right to use licensed boats on Pecan Lake or Oxbow Lake shall be subject to the Rules and Regulations of the Weston Lakes POA.

25. Swimming Prohibited in Lakes. No Owner shall have the right to swim in Pecan Lake or Oxbow Lake at any time.

26. Additional Restrictions. Grantee reserves the right to impose additional restrictions, rules and regulations for the Property, not inconsistent with the intent of the provisions of this instrument, without the consent or approval of Grantor or any owner of the Property (including, without limitation, the right to (i) file a plat establishing the Property as a subdivision in Fort Bend County, Texas and (ii) establish a homeowner's association therefor, rules and regulations relating to the owners' use of the Property, an underground electrical distribution system, additional architectural controls for the Property, maintenance assessments and charges and liens to secure the payment thereof, and the respective Owners' maintenance and repair obligations. Grantee agrees, however, to submit an execution draft of the instrument imposing such additional restrictions to Grantor not less than thirty (30) days prior to Grantee's recording of such instrument. Although Grantor hereby confirms that Grantee's joinder is not necessary for such additional restrictions to become effective and binding on the Owners of all or any portion of the Property, if Grantee requests Grantor's joinder in such instrument(s), Grantor agrees to execute such instrument(s) upon reasonable request of Grantee, provided that Grantee indemnifies and holds Grantor harmless from any claims or expenses relating to Grantor's execution of such instrument(s).

27. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

28. Term. The foregoing covenants, conditions, restrictions, reservations, and use limitations shall be deemed covenants running with the Property and shall be binding on the Grantee, and their respective heirs, administrators, executors, representatives, successors and assigns, and shall be in effect for a term of forty (40) years from the date of this instrument and shall be automatically extended for successive ten (10) year periods, unless the record owner of two-thirds (2/3rds) of the Property elect not to extend same by instrument duly filed in the Official Records of Real Property, Fort Bend County, Texas, prior to the date the term would otherwise be automatically extended. Prior to the expiration of the aforementioned term (including any extensions thereof), the aforementioned restrictions may be amended only by an instrument duly signed by Grantor, by two-thirds (2/3rds) of the Owners of the Property, and by the mortgagees, if applicable, of said two-thirds (2/3rds) of the Owners of the Property. The Grantor agrees not to unreasonably withhold its consent to any amendment proposed to these Restrictions.

FILED

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Deane F. Fink
COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded by
the clerk and kept of the record books of Fort Bend
County, Texas as required herein by law.

AUG 6 1985



Deane F. Fink
County Clerk, Fort Bend Co., Tex.

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