

SECTION I

DECLARATION

126-18-0704

ARTICLES

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FIRST GENERAL REALTY CORPORATION and FIRST NATIONAL BANK IN DALLAS filed certain restrictions, reservations and covenants affecting all lots in Heatherwood Village, Section One, said restrictions being recorded on January 20, 1972, under Clerk's File No. D-765032 in Harris County, Texas; and

WHEREAS, FIRST GENERAL REALTY CORPORATION conveyed by general warranty deed to CARSON CONSTRUCTION COMPANY all the lots in said Heatherwood Village, Section One, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 199, Page 6 and by corrected map or plat thereof recorded in Volume 210, Page 94 of the Map Records of Harris County, Texas; and

WHEREAS, CARSON CONSTRUCTION COMPANY, being the owner of all of said lots in Heatherwood Village, Section One, and TEXAS FIRST MORTGAGE REIT and FIRST CONTINENTAL REAL ESTATE INVESTMENT TRUST being the lien holders, do hereby cancel said restrictions hereinabove referred to and do hereby establish, adopt and promulgate the following restrictions, reservations and covenants to apply uniformly to the use, occupancy and conveyance of all the lots in said Heatherwood Village, Section One.

THIS DECLARATION made on the date hereinafter set forth by CARSON CONSTRUCTION COMPANY, a Texas corporation, hereinafter referred to as DECLARANT:

W I T N E S S E T H:

WHEREAS, DECLARANT, TEXAS FIRST MORTGAGE REIT and FIRST CONTINENTAL REAL ESTATE INVESTMENT TRUST, being the lien holders, are the owners of certain property situated in Harris County, Texas, which is more particularly described as:

- Block 7: Lots 1 through 25
- Block 8: Lots 1 through 21
- Block 9: Lots 1 through 86
- Block 10: Lots 1 through 16
- Block 11: Lots 1 through 17
- Block 15: Lots 14 and 15
- Block 16: Lot 1

All of said lots being in HEATHERWOOD VILLAGE, SECTION ONE, according to map or plat thereof recorded in Volume 199, Page 6 and by corrected map or plat thereof recorded in Volume 210, Page 94 of the Map Records of Harris County, Texas.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Heatherwood Village Community Association, Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of Reserve "A", Heatherwood Village, Section One, according to the corrected map or plat thereof recorded in Volume 210, page 94 of the Map Records of Harris County, Texas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

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ARTICLE II

PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot

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owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three(3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty and no/100 Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 shall be called subject to the same notice requirement, and the required quorum at the subsequent

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meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. All lots in Heatherwood Village, Section One, shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors (in accordance with the provisions of Article IV, Sections 3 and 6). Lots which are not occupied by a resident and which are owned by Declarant, a builder, or a building company shall be assessed at the rate of one-half ($\frac{1}{2}$) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident change. The applicable assessment for such lot shall be prorated according to the rate required of each type of ownership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a 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 assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The

Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control

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Committee shall be E. F. Perdue, S. M. Gilmore, and R. H. Basden. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies. The Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the Architectural Control Committee to the Association, when one hundred per cent (100%) of all Lots in Heatherwood Village, Section One, and all subsequent sections of Heatherwood are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 3. Minimum Square Footage Within Improvements. The living area on the ground floor of the main residential structure (exclusive of porches, garages, and servants' quarters) shall be not less than fourteen hundred (1,400) square feet for one-story dwellings nor less than sixteen hundred (1,600) total square feet for a multi-story dwelling. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in those instances in which, in their judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of these restrictions to the extent of the particular Lot involved.

Section 4. Location of the Improvements Upon the Lot. No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. Subject to the provisions of Article V, Section 5, no building shall be located nearer than five (5) feet to an interior lot line except that a garage or other permitted accessory building located sixty (60) feet or more from the front line may be a minimum distance of three (3) feet from an interior lot line. No garage located closer than sixty (60) feet to the front property line shall face and/or open at less than a ninety degree (90°) angle to the front property line, unless specifically approved by the Architectural Control Committee. For the purposes of this covenant eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

Section 5. Composite Building Site. Any owner of one or more adjoining lots or portion thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting property lines. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

Section 6. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

Section 7. Prohibition of Offensive Activities. No activity,

whether for profit or not, shall be carried on 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 become an annoyance or a nuisance to the neighborhood. Declarant, or its assigns, may maintain, as long as it owns property in Heatherwood Village, Section One, in or upon such portions of the property as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs.

Section 8. Use of Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be approved by the Architectural Control Committee.

Section 9. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored in the public street right-of-way or forward of the front building line.

Section 10. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations 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, or permitted upon any lot.

Section 11. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept.

Section 12. Walls, Fences and Hedges. No walls, fence or hedge shall be erected or maintained forward of the front building line. No side or rear fence, wall or hedge shall be more than six (6) feet high. No chain link

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fence type construction will be permitted on any lot. Any wall, fence or hedge erected on a lot by Declarant or its assigns shall pass ownership with title to the property and it shall be owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 13. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

Section 14. Lot Maintenance. The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and 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 anything (except as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days' written notice thereof Declarant or its assignee may without liability to the owner or occupant in trespass or otherwise enter upon said lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, 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. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

Section 15. Signs, Advertisements, Billboards. Subject to the provisions of Article V, Section 7, no advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not exceeding five (5) feet square may be erected or maintained on any lot in said subdivision. Declarant or its assignee will have the right to remove any such sign, advertisement or billboards or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection herewith or arising with such removal.

Section 16. Roofing Material. The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in quality, weight and color to wood shingles, the decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 17. Maximum Height of Antennae. Electronic antennae may be attached to the house provided, however, such antennae must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the lot.

Section 18. Sidewalks. Before the dwelling unit is completed and occupied, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet from the lot boundary line and shall extend the projection of the lot boundary lines into the street right-of-way and/or street curbs at corner lots. Owners of corner lots shall install such a sidewalk parallel to the front lot line and the side street lot line.

Section 19. Underground Electric Service. An underground electric distribution system will be installed in that part of Heatherwood Village, Section

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One, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Heatherwood Village, Section One. 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 Electrical 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, 120/240 volt, three wire, 60 cycle, alternating current.

"The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of lot owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a lot where a dwelling of a different type is located unless (a) Developer 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 such lot, or the applicant for service, shall pay to the company the sum of (1) \$1.00 per front lot foot, it having been agreed that such amount reasonably represent 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."

ARTICLE VI

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation 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.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendments must be recorded.

Section 4. Annexation of Subsequent Sections of Heatherwood.
 (a) Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership, or (b) Additional land within the area described in Exhibit "A" may be annexed by First General Realty

Corporation without the consent of members within fifteen (15) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. Lienholder. Lienholders join herein solely for the purpose of subordinating the liens held by them of record upon the Properties to the covenants, conditions and restrictions hereby imposed by Declarant with, however, the stipulation that such subordinations do not extend to any lien or charge imposed by or provided for in this Declaration.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this declaration of Covenants, Conditions and Restrictions.

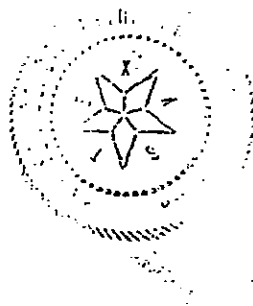
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5 day of September 5, 1975.

CARSON CONSTRUCTION COMPANY

ATTEST:

Andrew Ferraro
Secretary

By Frank H. Munn
/Vice President



126-18-0719

TEXAS FIRST MORTGAGE REIT

By *B. L. ...*
Managing Agent

FIRST CONTINENTAL REAL ESTATE INVESTMENT TRUST

By *J. F. Lynch*
Joe F. Lynch, Trustee

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared *B. L. ...*, Vice President of CARSON CONSTRUCTION COMPANY, a corporation, 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 for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the *3rd* day of *September*, 1975.

Carla Bouchard
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS I
COUNTY OF HARRIS I

RECORDER'S MEMORANDUM:
The changes made on this instrument were present at the time instrument was filed and recorded.

BEFORE ME, the undersigned authority, on this day personally appeared *B. L. ...*, Managing Agent of TEXAS FIRST MORTGAGE REIT, a real estate investment trust, 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 for the purposes and consideration therein expressed, as the act and deed of said real estate investment trust and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the *5th* day of *September*, 1975.

Carla Bouchard
Notary Public in and for
Harris County, T e x a s

126-18-0720

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally
appeared Chas. J. Linnick, trustee of FIRST CONTINENTAL
REAL ESTATE INVESTMENT TRUST, a real estate investment trust, 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 for the purposes and consideration
therein expressed, as the act and deed of said real estate investment trust
and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9 day of
September, 1975.

David G. [Signature]
Notary Public in and for
Harris County, Texas

FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS
SEP 9 2 53 PM 1975

EXHIBIT "A"

126-18-0721

METES AND BOUNDS DESCRIPTION
OF A 214.076 ACRE TRACT OF LAND
OUT OF THE ANTONIO SCHOUTEN SURVEY, ABSTRACT NO. 685
AND THE P. J. MENARD SURVEY, ABSTRACT NO. 592
HARRIS COUNTY, TEXAS

Being 214.076 acres of land out of the Antonio Schouten Survey, Abstract No. 685 and the P. J. Menard Survey, Abstract 592, Harris County, Texas, and being more particularly described as follows:

BEGINNING at a one inch iron pipe in the South line of Malcomson Road (based on a width of 70.00 feet) at the Northwest corner of that certain tract of land described in deed dated January 28, 1960 from G. R. Waddell to John V. Wheat of record in Volume 3924, Page 204 of the Harris County Deed Records;

THENCE North 89° 42' 50" East, 1,280.44 feet to a 5/8 inch iron rod for corner in the South right-of-way line of Malcomson Road;

THENCE South 89° 31' 53" East, 1,611.93 feet to a one inch iron pipe in the South right-of-way line of Malcomson Road for corner;

THENCE South 01° 04' 46" West, 2,463.92 feet to a one inch iron pipe for corner;

THENCE North 89° 54' 59" West, 1,201.66 feet to an 8" x 8" concrete monument for corner;

THENCE South 00° 45' 37" West, 1,238.13 feet to an 8" x 8" concrete monument for corner;

THENCE North 89° 22' 15" West, 1,697.31 feet to a one inch iron pipe for corner;

THENCE North 01° 04' 42" East, 1,991.00 feet to a point for corner;

THENCE North 88° 55' 18" West, 180.00 feet to a point for corner in the East right-of-way line of Long Oak Drive (based on a width of 60.00 feet);

THENCE North 01° 04' 42" East, along the East right-of-way line of said Long Oak Drive, 549.00 feet to a point for corner;

THENCE South 88° 55' 18" East, 180.00 feet to a point for corner;

THENCE North 01° 04' 42" East, 1,148.55 feet to the PLACE OF BEGINNING,
containing 214.076 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

November 3, 1971

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