

T066316

Donna S. Small Unit 27
GF# 98113384

519-06-2594

DEED RESTRICTIONS
OAK LAKE POINTE

06/08/98 100767067 T066316

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THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

That WHITE OAK ESTATES, LTD., a Texas limited partnership (hereinafter called "Grantor"), being the owner of approximately 20.062 acres of land in Harris County, Texas, which is more fully described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, which has heretofore been platted into that certain subdivision known as Oak Lake Pointe (hereinafter called "the Subdivision"), according to the plat thereof recorded in the Map Records of Harris County, Texas, under Film Code No. 401089, reference to said plat and the record thereof being herein made for all purposes, desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the "Lots" (herein so called) in the Subdivision for the benefit of the present and future owners (hereinafter called "Owners") of the Lots, **DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, STIPULATIONS AND RESERVATIONS, APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:**

I. RESERVATIONS

A. Title to all streets, drives, boulevards and other roadways, and to all easements, is hereby expressly reserved and retained by Grantor, subject only to the grants and dedications hereinafter expressly made.

B. Grantor reserves the utility easements and rights of way shown on the recorded plat of the Subdivision for the construction, addition, maintenance for all public utility purposes, and for drainage and/or storm sewer purposes, including systems of electric light and power supply, telephone service, gas supply, water supply and sewer services, and for drainage and/or storm sewer purposes. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and to dedicate, grant and/or reserve additional easements and roadway rights of way with respect to such Lots and other portions of the Subdivision property which have not been sold by Grantor, by instrument(s) recorded in the Office of the County Clerk of Harris County or by express provision in any conveyance.

D. Subject to the following, Grantor hereby **DEDICATES TO THE USE OF THE PUBLIC** all easements shown on the recorded plat as being located within the Subdivision, provided, however, that the use thereof by any utility company is limited to public utility companies and/or municipal utility districts having agreements in writing with Grantor for the proper provision of utility services. It is expressly provided that Grantor does not dedicate and is not dedicating to the public the streets designated as "Bayou Lake Lane, Oak Fern, Fern Wood Forest, Oaklake Pointe Lane and Oaklake Pointe Drive" (hereinafter collectively referred to as the "Private Streets") on the recorded plat of the Subdivision, which streets are and shall remain private and a part of the common area of the Subdivision for the use and benefit of all Owners.

E. Grantor reserves the right to make minor changes in and additions to all easements for the purpose of more efficiently and economically installing utility systems.

F. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of any Owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Grantor to any Lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under Grantor or its agents or public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the Subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor.

H. It is further expressly agreed and understood that Grantor reserves the right to add and/or incorporate additional real property into the Subdivision (as additional Lot(s) or Common Areas), and to change, modify, add, incorporate, subtract or delete Common Areas from the Subdivision, until such time as Grantor no longer owns any Lot in the Subdivision, whereupon such right shall inure to the Association (hereinafter defined). Further, Grantor shall have the right at any time to convey and transfer all or any part of the Common Areas to the Association. The term "Common Areas", as used herein, shall refer to those areas referred to as restricted reserve A (including the Subdivision's lake and swimming pool facilities), B, C, D and E and all other portions of the Subdivision other than those portions within the boundaries of the Lots including the perimeter wall and any access gate attached thereto on the plat of the Subdivision, as well as such areas as may be added or incorporated by Grantor and designated as restricted reserves from time to time, subject to modification, addition and deletion as hereinabove stated.

I. Grantor reserves for itself and the Association (hereinafter defined) an access easement for purposes of constructing, reconstructing, refinishing, repairing, maintaining or altering a perimeter wall or fence and gate around the perimeter of the Subdivision, as well as for placing, planting, maintaining, replacing and replanting any landscaping in front of such perimeter wall or for any other purpose, such access easement area to be upon, over and across all Lots and all Common Areas.

J. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the Lots in the Subdivision for a sales office, a model home or model homes, and parking related to such sales office and model homes. Grantor's successors' and assigns' use of the Lots as set out above shall be subject to the approval of the Grantor until such time as Grantor is no longer an Owner of any Lot in the Subdivision, at which time the Association (hereinafter defined) shall have the right of approval. Any portion of the Subdivision, including the private streets, may be used for sales offices, sales purposes, guardhouses, and for other purposes deemed proper and approved by the Grantor until such time as Grantor is no longer an Owner of any Lot in the Subdivision, at which time the Association (hereinafter defined) shall have the right of approval.

K. Grantor reserves for itself and the Association an access easement for purposes of placing, planting, maintaining, replacing and replanting any landscaping in front of the residences on the Lots, such access easement area to be over the entire portion of each Lot in front of the residence thereon.

II. ADMINISTRATION

A. The Subdivision shall be administered and these Deed Restrictions shall be enforced and administered by the Grantor, and Grantor shall have the right, power and authority to exercise all rights and remedies granted herein to the Association (hereinafter defined) and the Committee (hereinafter defined), until such time as Grantor is no longer an Owner of any Lot in the Subdivision, and thereafter by the Oak Lake Pointe Homeowners Association, a Texas non-profit corporation (herein called the "Association"), formed or to be formed. The Grantor shall have the right, in its sole discretion, to turn over all or any part of its administrative and/or enforcement duties and rights to the Association at any time prior to the time that Grantor is no longer an Owner of any Lot in the Subdivision. The Association shall appoint an Architectural Standards Committee (hereinafter called the "Committee"). The Association shall be governed by its Articles of Incorporation and By-laws and these Restrictions, and the Committee shall be governed by the dedicatory instruments of the Association. Notwithstanding the foregoing, the Grantor shall have the sole and only vote with respect to any and all matters that the Owners have the right to vote on or elect, until such time as the Grantor is no longer an Owner of any Lot in the Subdivision.

B. All Owners of Lots in the Subdivision shall be members of the Association and shall be members in accordance with these Restrictions and with the rules and regulations, Articles of Incorporation, By-laws and architectural bulletins of the Association, as same may be amended from time to time.

C. Each residential Lot in the Subdivision, except those owned by Grantor, shall be subject to an annual maintenance charge (hereinafter called "Maintenance Charge") of NINE HUNDRED AND NO/100 DOLLARS (\$900.00) per calendar year. The amount of the Maintenance Charge for each Lot may be increased or decreased from time to time, but not more often than once per calendar year, by the Grantor until such time as Grantor is no longer an Owner of any Lot in the Subdivision, and thereafter by the Association; provided, however, that if any such charge increases the Maintenance Charge by more than 10% of the amount of the Maintenance Charge in the preceding calendar year, the charge must be approved by a majority vote of the resident Owners of the dwelling units in the Subdivision by written vote taken not less than ten (10) days prior to the first day of January of the year in which such increase shall become effective, and the resident Owners of each dwelling unit shall have one vote [i.e. one vote per Lot owned by one or more resident Owner(s)]. The Maintenance Charge shall be secured, collected, managed and expended as follows:

1. The Maintenance Charge for each Lot shall be due and payable annually, in advance, on the first day of January following the sale or conveyance of such Lot by Grantor, and on the first day of each January thereafter. The Maintenance Charge for the year of the sale by Grantor shall be pro rated and the purchaser's pro-rata share shall be paid to the Association upon the closing of the sale. Maintenance Charges not paid when due shall bear interest at the rate of 18% per annum or the maximum amount permitted by the laws of the State of Texas, whichever is lower.

2. The Maintenance Charges shall, when paid, be deposited in the Association's bank account. This maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the Subdivision, the Common Areas thereof, and the Owners of Lots therein. By way of illustration and not by way of limitation, the Association shall be entitled to expend the maintenance fund for improving and maintenance of the Private Streets, any perimeter fence or wall, any landscaping in front of such fence or wall, and any other areas designated as "Common Areas" on the recorded plat of the Subdivision or additional Common Areas designated by Grantor from time to time; placing, planting, maintaining, replacing, and replanting landscaping in front of the residences on the Lots; paying real estate taxes and insurance for the Common Areas; sanitation/garbage collection services; patrol and security services; fogging and spraying for insect control; bus service (or the subsidization of such service); street lighting; recreation areas and facilities; enforcement of these Restrictions by action at law or in equity, or otherwise, including paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposes which are, in the discretion

of the Association, desirable in maintaining the character and value of the Subdivision and the residential Lots therein. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misdeeds. The Association shall not be required to expend its own funds at any time, but it shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.

3. Notwithstanding the foregoing, any Lot purchased from Grantor by a professional homebuilder (which homebuilder purchases the Lot in order to build a house thereon for sale to a third party home buyer, and not for such homebuilder's personal residence) shall receive a permanent abatement of one-half (1/2) of the Maintenance Charge otherwise due thereunder for the period (and only for such period) such Lot is owned by such homebuilder. Upon the homebuilder's sale or conveyance of said Lot to a third-party home buyer, the maintenance Charge shall be asserted in full in accordance with this Subsection (C).

4. To secure the payment of the Maintenance Charge, a Maintenance Charge lien is hereby retained on each Lot in favor of the Association, and it shall be the same as if an assessment lien was retained in favor of Grantor and assigned to the Association without recourse in any manner on Grantor for payment of such indebtedness. Said lien shall be enforceable by a judicial foreclosure or by a nonjudicial foreclosure in the manner set forth in Section 51.002 of the Texas Property Code (which provides for the sale of real property under a contract lien), as such Section may be amended from time to time. Each Lot Owner grants the Association a power of sale with respect to this nonjudicial foreclosure right. The Association shall have the right to appoint a person to act as the Trustee of any such nonjudicial foreclosure sale for the purpose of conducting such sale. In the event of foreclosure, the Association shall be entitled to recover, in addition to the amount due, reasonable expenses incurred in connection therewith, including without limitation interests, courts costs and reasonable attorneys' fees. The Association shall have the power to bid on the Lot (along with all improvements and fixtures thereon) at any foreclosure sale and to acquire, hold, lease, mortgage and convey same. The right of the Association to foreclose the aforesaid lien shall be in addition to any of the remedies which may be available to it at law or in equity for the enforcement of any obligations of the Lot Owner, including the right to proceed personally against any delinquent Owner for the recovery of a personal money judgment for the amount due, plus court costs, interest and attorneys' fees. Notwithstanding anything contained herein or in any collection policy adopted by the Association, the Association shall not have the right to nonjudicially foreclose on any Owner's Lot unless at least a portion of the Owner's delinquency is sixty (60) days or more past due. This limitation shall not effect the right of the Association to post a delinquent Owner's Lot for a foreclosure sale prior to the time that the delinquency is sixty (60) days past due; this limitation shall only apply to the actual foreclosure sale conducted

by the Association or a Trustee appointed by the Association. The amount of the Maintenance Charge lien assessed against each Lot shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Maintenance Charges shall be maintainable without foreclosing or waiving the lien securing same. In any such suit to recover a money judgment, the Association shall have the right to recover reasonable attorneys' fees, court costs, interest and any related expenses. However, such lien shall be junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the Owner of any Lot to secure the repayment of sums advanced by a third party lender to cover the purchase price for the Lot or the cost of any permanent improvement to be placed thereon. All Maintenance Charge liens, as provided for herein, are enforceable only by the Association, its successors or assigns; provided, however, that under no circumstances shall the Association ever be liable to any Owner of any Lot or any other person or entity for failure or inability to enforce or attempt to enforce any such Maintenance Charge lien. The Association shall have the right (but not the obligation) to prepare and file an affidavit showing that there is a balance due and owing secured by the Maintenance Charge lien.

5. The provisions of this Section C shall remain in effect so long as these Restrictions, and any extensions and/or amendments hereof, are in force.

D. In addition to the annual Maintenance Charge authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or repair or replacement of a particular Improvement or other fixture or equipment located upon or comprising a part of the Common Area, including any necessary personal property, provided that any such assessment shall have the approval of the owners owning more than fifty percent (50%) of the Lots in the Subdivision. Any such special assessment shall be treated as an additional "Maintenance Charge", and be enforced in the same manner as set forth in Section C above for a Maintenance Charge, it being expressly provided that the lien created under Section C shall secure and be applicable to the payment of all properly authorized special assessments.

E. The Association shall function as the representative of the Owners of the Lots in the Subdivision for the purposes herein set out as well as for all other purposes consistent with the creation and preservation of a first-class residential Subdivision. By way of illustration but not limitation, the Association shall have the right, in addition to collecting and managing the maintenance fund and enforcing these Restrictions, to act through the Committee to approve or disapprove plans, publish architectural standards bulletins, and perform such other functions as herein provided. The Association and the Committee may employ a consulting architect or architects to assist in the architectural aspects of Subdivision control and may delegate to such architect or architects such portions of the

architectural aspects of Subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

III. RESTRICTIONS

A. Approval. No improvement of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any Lot in the Subdivision until the complete plans and specifications and a Lot plan showing the location of the structure have been approved by the Grantor or the Committee or its designated coordinating architect in accordance with the following procedure:

1. Two (2) complete sets of plans and specifications shall be delivered to the coordinating architect (or the Committee if there is no coordinating architect). Such plans and specifications shall be reviewed as to quality of design, workmanship and materials, harmony with exterior design with existing or approved structures, and location with respect to topography and finish grade elevations. Such approval is to be based on the applicable requirements and restrictions set out herein and such other requirements, standards and restrictions as the Grantor or the Committee may reasonably deem appropriate.
2. If found to be in compliance with these Restrictions and the Grantor's or Committee's requirements and standards, a letter of approval with any qualifications or modifications will be prepared for the countersignature by the builder and/or Owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval, and such construction must be concluded by the date set out therein.
3. If found not to be in compliance with these Restrictions and the Committee's requirements and standards, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions and the Grantor's or the Committee's requirements and standards.
4. If no action is taken on plans and specifications within thirty (30) days after their delivery to the Grantor's coordinating architect (if Grantor still owns any Lot) or Committee (if Grantor does not own any Lot), they shall be deemed approved on the 31st day after such delivery.
5. The Grantor or the Committee may require payment of a cash fee to compensate it for the expense of reviewing plans and specifications, at the time they are submitted. The fee shall not exceed the actual expense, including administrative handling charges.

6. The Grantor or the Committee shall have the right to from time to time promulgate and publish Architectural Standards Bulletins. A copy of any Bulletin in effect at the time will be furnished to Owners and builders on request. Such Bulletins supplement these Restrictions and are hereby incorporated herein by reference. Such Bulletins may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance design and quality of improvements.

B Residential Purpose.

1. Each Lot in the Subdivision shall be used for one (1) private single family residence only and shall be architecturally designed for a single family detached home.

2. Only one residence shall be constructed on each Lot. This provision shall not, however, prohibit the construction of a residence on a portion of two or more Lots as shown by the plat of the Subdivision, provided such portion constitutes a home site as defined in the succeeding paragraph.

3. Parts of two or more adjoining Lots may be designated as one home site.

4. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses, boarding or rooming houses, and apartments houses, and to exclude commercial and professional uses, and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; any such excluded usage of the Subdivision, not otherwise herein authorized, is hereby expressly prohibited.

5. The word "house" or "residence" as used herein with reference to building lines shall include garages, galleries, porte cocheres, porches, boathouses, projections and every other permanent part of the improvements, except roofs. Steps, terraces, decks, docks, and planters outside of building lines will be permitted, however, provided that these elements may not extend higher than one foot (1') above the finish grade lines at the house, unless approved by the Committee.

6. No garage or outbuilding in the Subdivision shall be used as a residence or living quarters, except by servants engaged at the house on the subject premises or by members of immediate family of occupants of such house. A garage shall be used solely by the Owner or occupants of the Lot upon which the garage is located.

7. No building materials or temporary building of any kind or character, including but not limited to tents, shacks, garages or vans, shall be placed or stored upon the property until the Owner is ready to commence improvements, and then such material or temporary building shall be placed within the property lines of the Lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and any such temporary building or structure of any kind shall not be used for other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.

8. Each Owner's vehicles must be parked in the garage. If more than two (2) vehicles are in any Owner's possession, then the excess vehicle(s) must be placed in the driveway. A maximum of two (2) vehicles may be parked on the driveway area outside of the garage serving the residence. No vehicles owned, leased or in the possession of any Owner shall be parked in the Private Streets. No Owner shall allow or permit any vehicle (of any family member, friend, guest, invitee, licensee or other person) to be parked overnight in the Private Streets adjacent to such Owner's Lot. No boats, campers, motor homes or other recreational vehicles may be parked outside of any garage. Additionally, no inoperable vehicles and no repair of any vehicle shall be allowed on any Lot outside of the garage.

9. No building or structure upon any Lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

10. All Owners must landscape and maintain landscaping so as to conceal electrical transformers, if any, and telephone pedestals from the street and side yards.

11. All Owners and their guests must observe the pool rules and regulations as promulgated and revised from time to time by the Association.

12. No planting of trees, shrubs, foliage, or plant life, and no landscaping or digging, shall be allowed in Common Areas without prior approval of the Grantor or Association.

C. Building Sizes, Materials and Construction.

1. The living area of the main house or residential structure constructed as a one-story residence on any homesite, exclusive of porches and garages, shall contain not less than 1900 square feet of enclosed living space; and in the case of any residence of more than one story, the requirements as to living areas shall be at least a total of 2300 square feet of enclosed living space.

2. The exterior of all residences constructed on any Lot must be comprised of at least seventy percent (70%) brick or stucco, unless otherwise approved by the Grantor or the Committee. No material other than brick, stucco or glass may be used on the part of any resident facing the street, unless otherwise approved by Grantor or the Committee.

3. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two cars must be provided.

D. Building Locations.

1. No building, residence or other structure shall be located on any Lot nearer than twenty feet (20') to the Private Street to which the Lot abuts or five feet (5') to any side property line of any such Lot. No building, residence or other structure, or any part thereof (even of a temporary nature) shall encroach on any utility, drainage, storm sewer or electrical easement.

2. Grantor or the Association shall have the right to grant exceptions to the building lines shown on the recorded plat and those established herein when doing so will not be inconsistent with the overall plan for development of the Subdivision.

E. Facing of Residences.

1. Houses or residences on all Lots shall face toward the private street adjacent to such Lot shown on the recorded plat, unless alternate facing is authorized by the Committee. Houses or residences on all corner Lots shall face the Private Street the Lot faces, except the house on Lot 14, Block 2, can face either East or South; provided, however, the Grantor or the Committee shall have the right to approve the specific facing of the house on said Lot 14.

F. Garages.

1. Garages facing a street must have doors approved by the Grantor or the Committee.

2. Garages on the corner Lots may optionally open directly toward and have a driveway entrance from the side street.

3. All garages must be pre-wired for an automatic garage door opening/closing mechanism.

4. Garage doors must be painted an earthtone color that blends in and coordinates with the brick or stucco on the house.

5. Garage doors must be recessed by having a minimum two foot (2') roof overhang.

6. The garage roof overhangs must not extend beyond the front roof of the house.

G. Fences, Walls and Hedges.

1. Definitions:

"Lake Lots" shall be defined as Lots 1 through 23, Section 2.

"Non Lake Lots" shall be defined as Lots through 48, Section 1.

"Greenbelt Areas" shall mean, with respect to the Non Lake Lots, the area directly behind said Non Lake Lots, extending from the rear Lot lines of such Lots to the Subdivision's perimeter wall, and with respect to the Lake Lots, the area directly behind such Lake Lots extending from the rear Lot lines to a line approximately parallel to such rear Lot lines and approximately twenty feet (20') out from such rear Lot lines, the exact location of the rear line of such Greenbelt Area to be determined by Grantor.

2. Except for the perimeter fence around the Subdivision, no fence, wall or hedge shall be placed on any Lot in the Subdivision nearer to any front or to any side street than is permitted for the house on said Lot, and no fence, wall or hedge located between interior Lot lines and building setback lines shall be higher than six feet (6') from the ground unless it is an integral part of the house or building structures.

3. All fencing must be of a type and color approved by the Grantor. No fencing shall be placed any closer than three inches (3") from the Subdivision's perimeter wall behind any Lot.

4. The Non Lake Lots shall be fenced as set forth in this subsection. The fencing for each such Lot may enclose the Greenbelt Area directly behind such Lot, the area to be fenced being determined by extending the side Lot lines straight back to the perimeter brick wall at the back of the Greenbelt Area. The fencing extending from the perimeter brick wall in a line across the Greenbelt Area to the back Lot corners shall be four foot (4') high wrought iron. Cedar fencing may be used to tie into the wrought iron fence at the back Lot lines. Said cedar fencing must be four feet (4') high at the tie point, sloping up to six feet (6') high over a length of twelve

feet (12') along the side Lot line and continuing to a point even with the back corner of the house on such Lot. The cedar fence shall then make a 90° turn and tie into the back corner of such house. Each Owner of a Non Lake Lot shall be responsible for the maintenance and/or repair of the perimeter wall behind such Owner's Lot and the wrought iron fencing in the Greenbelt Area behind such Lot. All repair and replacement material for such perimeter wall shall remain the same size, color and type unless otherwise approved. No attachments shall be made to said wall. The wrought iron fencing that crosses the Greenbelt Area must be at least four inches (4") above the ground so as not to restrict or hinder the natural drainage. Each Owner of a Non Lake Lot shall be responsible for maintaining, on a regular basis, the Greenbelt Area behind said Owner's Lot, (i.e. mowing or cutting of grass and weeds and keeping the area free of trash or debris). Plants may be added to the area, but may not hinder or disturb the existing growth or trees. Any additions to the Greenbelt Area must be approved by the Grantor or the Association. Each owner of a Non Lake Lot with the Greenbelt Area behind such Owner's Lot enclosed by fencing, as permitted above, shall be entitled to use and enjoy such Greenbelt Area with the same privacy as though such area was a part of such Owner's Lot, subject to the terms hereof.

5. The Lake Lots shall be fenced as set forth in this subsection. Four foot (4') high wrought iron fencing shall be installed on a line approximately parallel to and out from the rear Lot line by approximately twenty feet (20') (the exact distance to be determined by Grantor), being the back line of the Greenbelt Area behind such Lot. Said fencing shall run in a continuous line behind Lake Lots 1 through 10. The same four foot (4') high wrought iron fencing shall begin again at the rear northerly corner of Lake Lot 11, but away from the rear Lot line approximately twenty feet (20') (the exact distance to be determined by Grantor), being the back line of the Greenbelt Area behind such Lot. Such fencing shall continue on in a line approximately parallel to the rear Lot lines ending with Lake Lot 23. Each Lake Lot shall have a gate installed in the rear fencing on the side of the Lot where the garage is located. Additionally, four foot (4') high wrought iron fencing shall be installed from the back Lot corner in a line extending from the side Lot lines to a point of intersection with the rear fencing. From the back Lot corners cedar fencing may be tied into the wrought iron fencing at a height of four foot (4') and sloping up to six feet (6') up the side Lot lines to a point even with the back corner of the house on such Lot. The fencing shall then make a 90° turn and intersect with the back corner of the house on such Lot. The wrought iron fencing shall be no closer than two inches (2") from the ground so as not to restrict or hinder the natural drainage. Each Owner shall be responsible for the maintenance and repair of the fencing in the Greenbelt Area behind such Owner's Lot. The Owner of a Lake Lot with the Greenbelt Area behind such Owner's Lot enclosed by fencing, as permitted above, shall be entitled to use and enjoy such Greenbelt Area with the same privacy as though such area was part of such Owner's Lot, subject to the terms hereof. Each

Lot Owner shall be responsible for maintaining the aforementioned fenced Greenbelt Area behind such Owner's Lot (i.e. mowing or cutting of grass or weeds on a regular basis and keeping the area free of trash or debris). Planting may be added to the fenced area, but may not hinder or disturb the existing growth or trees. Any additions to the Greenbelt Area must be approved by the Grantor or the Association. The drainage of the fenced Greenbelt Area must continue in a direction toward the lake. Water shall not be pumped from the lake without permission from Grantor or the Association. No additions or changes shall be made in or around the lake (i.e. in any part of the Common Areas) without permission from Grantor or the Association.

6. Any additions or attachments to the wrought iron fencing behind any Lot, such as wire fence or mesh to enclose an area for pets or children, must be first approved by the Grantor or the Association in writing. Otherwise, no wire or chain link fence is permitted on any part of any Lot.

7. Should a hedge, shrub, bush, tree, flower or other plant life be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the Owner of the adjoining property or the Grantor or the Association. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Grantor or the Association, and such encroachment is wholly at the risk, and removal shall be solely at the expense, of the encroaching Owner.

8. In the event any Owner does not comply with this section within sixty (60) days after the Grantor or the Association requests, the Grantor or the Association shall have the right to make any necessary repairs or maintenance and to assess the costs of such maintenance and/or repair to the Owner. This assessment will constitute a lien on such Owner's Lot and is enforceable as a maintenance charge lien pursuant to Section II(c) hereof.

H. Driveways and Curbs.

1. Driveway and sidewalk locations must be coordinated with locations of electrical transformers and utility easements along Lot lines. Specifications for the exact location of transformers will be furnished by Grantor.

2. Driveways shall be constructed with a minimum width of nine feet (9'). Concrete drives shall have expansion joints no more than twenty feet (20') apart, with one joint at back of the street or curb. Width of driveway shall flare to a minimum of fifteen feet (15') (not to encroach past property line) and the curb shall be broken in such a manner that the driveway may be a least four inches (4") thick at its end towards the street paving, and shall be poured against a horizontal form.

board to reduce the unsightly appearance of a raveling driveway. Other material for driveways may be used if approved by the Grantor or the Committee.

3. Rollover curbs shall be used on the front of all Lots. There will be no cutting of or into the curbs for driveways or any other purpose, except for saw cut cut-ins, which must be patched to their original appearance, around any drain pipes or other permitted purposes approved by the Grantor or the Association).

I. Walks.

1. All sidewalks leading to a residence shall be four feet (4') in width, a minimum of four inches (4") in depth, reinforced with 6 X 6 #10" mesh.

J. Landscaping/Light.

1. The front yard of each Lot, upon completion of a residence built thereon, must be landscaped in accordance with a landscaping plan approved by the Grantor or the Association. Such landscaping shall be kept and maintained in a good and neat condition, in accordance with such approved plan, at all times, unless such plan is altered or modified with the approval of the Grantor or the Association. At the option of the Grantor or the Association, all landscaping in front of the residences may be placed, planted, replaced, replanted and maintained by the Grantor or the Association, and if Grantor or the Association so elects, the cost thereof will be paid out of the Maintenance Charges. Each Lot shall have an automatic sprinkler system for the front yard.

2. Each Lot, upon completion of a residence built thereon, shall have one outside light that automatically comes on at night (photocell or otherwise), which light (including the type, size, color and location) must be approved by the Grantor or the Association.

K. Fire Alarms.

1. The Owner of each residence shall at his expense install or have installed in his residence a fire alarm system.

L. Miscellaneous.

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant Lot in the Subdivision or anywhere else in the Subdivision. Garbage and trash must be placed in plastic trash bags tied at the top. Each Owner's trash must be carried out to an area in front of such Owner's Lot on the morning of the designated trash pick-up days only. Grantor or the Association shall have the right to designate (and from time to time redesignate) the specific location(s) for placement of trash.

2. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead, diseased, or damaged trees which might create a hazard to property or person on any Lot or adjacent Lot shall be promptly removed or repaired. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot as set out in these Restrictions, in a manner satisfactory to the Grantor or the Association, the Grantor or the Association, after giving seven (7) days notice to the Owner of said Lot setting forth the action intended to be taken by the Grantor or the Association, shall have the right (but not the obligation) to cut grass and weeds, remove dead, diseased or damaged trees, or take other action required to put the condition of the Lot and/or improvements into a safe, sanitary and attractive condition. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and restoration, the Grantor and the Association shall have the right (but not the obligation), through either of their agents or employees, to enter any residence or improvements on such Lot upon request. Neither the Grantor nor the Association, nor either of their agents or employees, shall be liable, and they are expressly released from any liability, for trespass or other tort or action in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the Maintenance Charge lien retained herein in Article II of these Restrictions. Alternatively, the Association or any Owner of a Lot may bring an action at law or in equity to cause the Owner to bring said property into compliance with these Restrictions.

3. No activity may be carried on or allowed to exist upon any Lot which may be noxious, detrimental, or offensive to any other Lot or to the occupants of any Lot.

4. No animals, livestock, or poultry of any kind shall be raised, bred, kept, staked or pastured on any Lot, except that not more than a total of two (2) dogs, cats or other household pets (including any combination thereof) may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Additionally,

if a total of two (2), rather than one (1), pets are kept or maintained on any Lot, then each such pet shall be limited to a maximum of thirty (30) pounds in weight (i.e., neither such pet shall weigh more than 30 pounds). Additionally, no dog or other pet shall be allowed or permitted to bark, howl or to make other noises which can be heard beyond the Lot upon which such pet(s) is(are) maintained, nor shall any such pet be allowed to create an unreasonable disturbance or nuisance which hinders or abrogates any other Lot Owner's quiet and peaceful enjoyment and use of his property. All pets shall be on a leash when outside the Lot or house. Each Owner of any pet(s) shall be responsible for the cleaning of any defecation or other mess or damage that said pet(s) makes or cause(s) within the confines of the Subdivision. The Association shall have the right, in addition to all rights or remedies available to it hereunder or at law or equity, to cause any such dog or pet in violation of the foregoing provisions to be permanently removed and banned from the Subdivision.

5. No Owner shall permit any thing or condition to exist upon his Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each Owner shall keep all shrubs, bushes, trees, hedges, grass and landscaping of every kind on his Lot, including any setback areas, areas between Lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material. No trees, bushes hedges, shrubs, or other landscaping shall be plated or permitted to remain on any Lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public utility company or authority is responsible.

6. Each Owner of a Lot agrees for himself, his heirs, and 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 Subdivision; and he will make adequate provisions for property drainage in the event it becomes necessary to change the established drainage over his Lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any Lots in said tract, was completed.

7. Each Owner of a Lot in the Subdivision agrees for himself, his heirs, assigns and successors in interest, that he will permit free access by Owners of adjacent or adjoining Lots, representatives of the Association or Grantor, when such access is essential for the maintenance of drainage facilities.

8. No exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used, or placed upon a Lot.
9. No signs or advertising device of any kind may be placed or kept on any Lot other than one name and/or number plate not exceeding 72 square inches in area and one sign for sale purposes not exceeding 8 square feet in area. The latter sign must be a sign furnished or approved by the Grantor or the Committee.
10. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.
11. No flag pole shall be permanently erected on any Lot unless approval has been obtained in writing from the Grantor or the Committee.
12. No tent, mobile home, trailer of any kind or similar structure, and no trucks with commercial signage, and no trucks of any kind larger than a 3/4 ton pick up, shall be permitted in the Subdivision. Further, no cars, trucks, campers or other vehicles shall be kept, placed, maintained, constructed, reconstructed or repaired, other than in a garage, unless otherwise approved by the Grantor or the Committee. The doors of garages or other structure approved by the Committee housing cars, trucks, campers, boats or other vehicles shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction, reconstruction or repair of any work or improvements.
13. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks trailers, house trailers, or the like, shall be kept on any Lot other than in the garage, or other structures approved by the Grantor or the Committee.
14. No cesspool or septic tank, or disposal plant shall be erected or maintained on any part of any Lot.
15. No excavation, except such as is necessary for the construction of residential improvements, shall be permitted, nor shall any well or hole of any kind be dug in the Subdivision, without the written consent of the Grantor or the Committee.
16. No boating, swimming, fishing or water activities of any kind may take place on the Subdivision's lake.

17. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation, and no satellite dish, shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor or the Committee and other than a satellite dish of no more than eighteen inches (18") in diameter; provided, however, that any such satellite dish must be mounted in an inconspicuous location so that it cannot be viewed from the street fronting such Lot. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot.

18. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed, or maintained anywhere in or upon any Lot other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures, except as otherwise approved by Grantor or the Committee. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements or to restrict the overhead distribution of primary power supply to the Subdivision by the utility company.

19. Each Owner of a Lot agrees for himself, his heirs, assigns and successors in interest, that he will permit free and reasonable access by the Owner of adjacent or adjoining Lots containing a divisional wall or fence, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall, or fence. The access shall be limited to an area five feet (5') in width along and parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the Lot Owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the Owner causing such damage.

20. Any building or other improvement on the Subdivision land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

21. No part or parts of the land in the Subdivision shall be used in such manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

22. No above-ground swimming pools shall be erected, constructed or installed.

23. Any air conditioning unit installed on a Lot shall be located or screened so as not to be visible from the street. No window unit type air conditioners shall be permitted.

24. All residences in the Subdivision must have uniform pre-cast stone blocks with common address numbers placed in the front of the residences, the exact color, material, size, shape, style, location and method of attachment to be determined by or otherwise acceptable to the Grantor or the Association.

25. The Subdivision shall have a central postal collection/mail box area(s), the exact location and type of mail boxes to be determined by or acceptable to the Grantor or the Association.

26. The invalidity, violation, abandonment or waiver of any one or more of or any part of the reservations, restrictions or other provisions hereof, either as to all or any part of the Subdivision land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of such land and shall not affect or impair the remaining reservations, restrictions or other improvements hereof or parts thereof to all of the Subdivision land.

M. In addition to all other rights and remedies available to the Association, and the Grantor, in the event of any violation of the foregoing Restrictions by any Owner, the Association and the Grantor (for as long as the Grantor owns at least one Lot in the Subdivision) shall have the right to impose a fine of up to Fifty Dollars (\$50) for the first violation, and up to Three Hundred Dollars (\$300) for each subsequent violation of said Restrictions. Such fines may be assessed upon the Owner who has violated, or whose Lot is in violation of any of the foregoing restrictions, and such Owner shall be obligated to pay any such fine so levied within fifteen (15) days after being given written notice thereof.

IV. GRANTOR'S RIGHTS AND LIABILITY

A. It is expressly understood, stipulated and agreed that the Grantor shall have the right to exercise any and all rights (including rights of approval or consent), remedies, benefits, obligations and duties granted to or permitted to be exercised by the Committee or the Association, at all times that the Grantor owns one or more Lot(s) in the Subdivision. Thereafter, when the Grantor no longer owns any Lot in the Subdivision, all such rights, remedies, benefits, obligations and duties shall inure to and be performable by the Association or the Committee and the Grantor shall have no further responsibility or obligation with respect thereto. Further, however, during the time that the Grantor owns any Lot in the Subdivision, Grantor may assign all or any part of such rights, remedies, benefits, obligations and duties to the Association or the Committee, whereupon the Grantor shall have no further obligation or duty with respect to such rights, benefits, obligations and duties so assigned.

B. Grantor, the Association and the Committee, as well as their agents, employees and architects, shall not be liable to any Owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. NEITHER THE ASSOCIATION NOR GRANTOR SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION NOR THE GRANTOR SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, GRANTOR AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY GRANTOR OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLARS ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED, EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, COMMITTEES AND GRANTOR ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, COMMITTEES AND GRANTOR HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions except as expressly set forth herein. No approval of plans and specifications and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner. The acceptance of a deed to a residential Lot in the Subdivision shall be deemed a covenant and agreement on the part of

the grantee, and the grantee's heirs, successors and assigns, that Grantor, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions, the articles, by-laws and/or rules and regulations of the Association, or for claims arising or resulting from acts or omissions in the Common Areas, the pool, or the lake, except for willful misdeeds.


V. DURATION AND AMENDMENT

A. These Restrictions shall remain in full force and effect until January 1, 2023, and shall be automatically extended for successive ten (10) year periods; provided, however, that these Restrictions may be terminated on January 1, 2023, or on the commencement of any successive ten-year period, by filing for record in the Office of the County Clerk of Harris County, Texas, a written statement of election to terminate these Restrictions, executed and acknowledged by the Owners of seventy-five percent (75%) of the Lots in the Subdivision. Such statement must be filed prior to the commencement of the ten-year period for which these Restrictions would otherwise be in effect.

B. These Restrictions can be amended at any time by a written instrument, recorded in the appropriate records of Harris County, Texas, executed and acknowledged by the Grantor, provided, however that after Grantor no longer owns any Lot in the Subdivision, Grantor's approval of any amendment shall not be required, but instead such amendment must be approved by the Association and Owners of a majority of Lots in the Subdivision. In addition, and without the necessity of amending the Restrictions, Grantor shall have the right to grant exceptions from time to time to the application of any particular provisions of the Restrictions (other than a waiver of the Maintenance Charge lien) when doing so will not be inconsistent with the general overall plan for the development of the Subdivision.

EXECUTED as of the 5th day of June, 1998.

WHITE OAK ESTATES, LTD

By: 
 Name: SAM BOYD
 Title: GENERAL PARTNER

Southwest Bank of Texas, N.A., the lien holder, joins in the execution hereof for the purpose of subordinating all of the liens held by him against the Properties unto these

Restrictions (but not to the Maintenance Charge lien), and does hereby consent and agree to the imposition of the foregoing reservations, restrictions, covenants and conditions, and hereby agrees that a foreclosure shall not affect such reservations, restrictions, covenants and conditions set forth in these Restrictions.

SOUTHWEST BANK OF TEXAS, N.A.

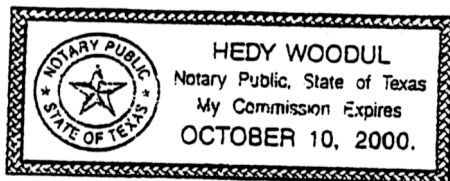
By: [Signature]
 Name: PRINCE JONES
 Title: BANK OFFICER

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Sam Boyd, known to me to be the person whose name is subscribed to the foregoing instrument as the General Partner of WHITE OAK ESTATES, LTD., a Texas limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5 day of June, 1998.

[Signature]
 Notary Public, State of Texas

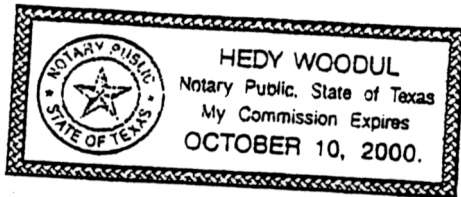


THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Brian Jinks, known to me to be the person whose name is subscribed to the foregoing instrument as the officer of SOUTHWEST BANK OF TEXAS, N.A., a national banking association, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5 day of June, 1998.

Hedy Woodul
Notary Public, State of Texas



519-06-2617

SURVEY OF A TRACT OR PARCEL OF LAND CONTAINING 10.56 ACRES OF LAND OUT OF THE W.K. HAMBLIN SURVEY ABSTRACT NUMBER 317, HARRIS COUNTY, TEXAS; ALSO BEING ALL OF UNRESTRICTED RESERVE "G", BLOCK 7 OF BROOKHOLLOW WEST SECTION 3 AS RECORDED IN VOLUME 211 PAGE 55 H.C.M.R. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF BROOKHOLLOW WEST SECTION 2 AS RECORDED IN VOLUME 208, PAGE 72, H.C.M.R. SAME ALSO BEING IN THE EASTERLY RIGHT-OF-WAY LINE OF GESSNER ROAD (100 FOOT RIGHT-OF-WAY)

THENCE NORTH 02° 13' 19" WEST COINCIDENT WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF GESSNER ROAD, A DISTANCE OF 1,215.47 FEET TO THE POINT OF BEGINNING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WHITE OAK BAYOU AND THE EAST RIGHT-OF-WAY LINE OF GESSNER ROAD;

THENCE NORTH 02° 13' 19" WEST CONTINUING WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF GESSNER ROAD, A DISTANCE OF 327.96 FEET TO A CUT BACK CORNER FOR STRETCH DRIVE (60 FOOT RIGHT OF WAY);

THENCE NORTH 42° 54' 32" EAST ALONG SAID CUT BACK LINE, A DISTANCE OF 14.11 FEET TO A POINT FOR CORNER;

THENCE NORTH 88° 02' 23" EAST COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STRETCH DRIVE, A DISTANCE OF 161.74 FEET TO THE POINT OF CURVEATURE, OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT SAID CURVE HAVING A CENTRAL ANGLE OF 28° 49' 52", AN ARC LENGTH OF 286.82 FEET, AND A RADIUS OF 570.00 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 63° 07' 46" EAST CONTINUING WITH A THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF STRETCH DRIVE, A DISTANCE OF 330.41 FEET TO THE POINT OF CURVEATURE, OF A CURVE TO THE LEFT.

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29° 10' 55", AND ARC LENGTH OF 168.08 FEET, AND A RADIUS OF 330.00 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 87° 41' 19" EAST CONTINUING WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF STRETCH DRIVE, A DISTANCE OF 91.87 FEET TO A POINT FOR CORNER IN THE WESTERLY RIGHT-OF-WAY LINE OF WINDFERN ROAD (60 FOOT RIGHT-OF-WAY);

THENCE SOUTH 47° 18' 40" EAST ALONG A CUT BACK LINE, A DISTANCE OF 13.97 FEET TO A POINT FOR CORNER IN THE SAID WESTERLY RIGHT-OF-WAY LINE OF WINDFERN ROAD;

THENCE (CALLED SOUTH 02° 18' 41" EAST COINCIDENT WITH THE SAID WESTERLY RIGHT-OF-WAY LINE OF WINDFERN ROAD, A DISTANCE OF 849.61 FEET) (FOUND SOUTH 02° 18' 43" EAST, A DISTANCE OF 849.61 FEET) TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE (CALLED SOUTH 87° 41' 28" WEST, A DISTANCE OF 19.97 FEET) (FOUND SOUTH 87° 57' 09" WEST, A DISTANCE OF 20.01 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE (CALLED SOUTH 02° 17' 04" EAST, A DISTANCE OF 22.09 FEET) (FOUND SOUTH 02° 19' 47" EAST AT A DISTANCE OF 22.29 FEET TO A FOUND 3/4 INCH IRON ROD SET IN CONCRETE;

THENCE WITH THE NORTH RIGHT-OF-WAY LINE OF SAID WHITE OAK BAYOU THE FOLLOWING;

(FOUND NORTH 34° 30' 45" WEST, 768.42 FEET) (CALLED NORTH 34° 34' 11" WEST, A DISTANCE OF 767.77 FEET)

(FOUND NORTH 63° 06' 55" WEST, 343.21 FEET)

(CALLED NORTH 63° 07' 47" WEST, A DISTANCE OF 343.39 FEET)

THENCE (FOUND SOUTH 88° 12' 44" WEST, A DISTANCE OF 268.75 FEET) (CALLED SOUTH 88° 15' 36" EAST, A DISTANCE OF 268.95 FEET) TO THE POINT OF BEGINNING AND CONTAINING 10.56 ACRES OF LAND.

519-06-2618

SURVEY OF A TRACT OR PARCEL OF LAND CONTAINING 9.502 ACRES OF LAND OUT OF THE W.K. HAMBLIN SURVEY ABSTRACT NUMBER 317, HARRIS COUNTY, TEXAS; ALSO BEING ALL OF UNRESTRICTED RESERVE "1", BLOCK 9 OF BROOKHOLLOW WEST SECTION 3 AS RECORDED IN VOLUME 211 PAGE 55 H.C.M.R. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF BROOKHOLLOW WEST SECTION 2 AS RECORDED IN VOLUME 208, PAGE 72, H.C.M.R. SAME ALSO BEING IN THE EASTERLY RIGHT-OF-WAY LINE OF GESSNER ROAD (100 FOOT RIGHT-OF-WAY)

THENCE NORTH 02° 13' 19" WEST COINCIDENT WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF GESSNER ROAD, A DISTANCE OF 1,623.43 FEET TO THE POINT OF BEGINNING LOCATED IN THE NORTHERLY, RIGHT-OF-WAY LINE OF STRETCH DRIVE;

THENCE NORTH 02° 13' 19" WEST CONTINUING WITH THE SAID EASTERLY LINE OF GESSNER ROAD, A DISTANCE OF 290.00 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE NORTH 88° 02' 23" EAST, A DISTANCE OF 243.81 FEET TO A POINT FOR CORNER.

THENCE (FOUND NORTH 88° 03' 10" EAST, A DISTANCE OF 752.94 FEET) (CALLED SOUTH 88° 03' 38" EAST, A DISTANCE OF 753.07 FEET) TO A 5/8 INCH IRON ROD FOUND FOR CORNER IN THE WESTERLY LINE OF WINDFERN ROAD (60 FOOT RIGHT-OF-WAY);

THENCE SOUTH 02° 18' 43" EAST COINCIDENT WITH THE SAID WESTERLY LINE OF WINDFERN ROAD, A DISTANCE OF 560.21 FEET TO A POINT FOR CORNER ON THE NORTHERLY LINE OF STRETCH DRIVE;

THENCE SOUTH 42° 41' 19" WEST, A DISTANCE OF 13.97 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87° 41' 19" WEST, A DISTANCE OF 91.87 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29° 10' 55", AN ARC LENGTH OF 137.52 FEET AND A RADIUS 270.00 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 63° 07' 47" WEST CONTINUING WITH THE SAID NORTHERLY LINE OF STRETCH DRIVE, A DISTANCE OF 330.41 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE CONTINUING WITH SAID NORTHERLY LINE OF STRETCH DRIVE AND THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28° 49' 52", AN ARC LENGTH OF 317.01 FEET AND A RADIUS OF 630.00 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 88° 02' 23" WEST CONTINUING WITH THE SAID NORTHERLY LINE OF STRETCH DRIVE, A DISTANCE OF 162.02 FEET TO A CUT BACK CORNER;

THENCE NORTH 47° 05' 28" WEST, ALONG SAID CUT BACK LINE, A DISTANCE OF 14.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.502 ACRES OF LAND.

FILED
98 JUN -8 AM 11:19
HARRIS COUNTY CLERK
HARRIS COUNTY TEXAS

PAGE 2 OF 2

Return Original To:
Mr. Sam Boyd
White Oak Estates, LTD.
9444 Old Katy Road, Suite 116
Houston, Texas 77055

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF THE FOLLOWING CAUSE(S) OR REASON(S):