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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
WESTFIELD VILLAGE, SECTION ONE
EXCEPT RESERVE A AND WESTFIELD PARK

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS DECLARATION, made on the date hereinafter set forth by GIBRALTAR SAVINGS ASSOCIATION and H. C. ELLIOTT HOMES, INC., a Texas corporation, sometimes hereinafter collectively called "Declarants".

W I T N E S S E T H:

WHEREAS, Declarants individually own all of the lots or parcels in that certain property known as WESTFIELD VILLAGE, SECTION ONE, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in the Official Public Records of Real Property in Harris County, Texas, under Clerk's File Nos. G402233, and that certain 1.88 acres of land out of the H & T. C Railroad Company Survey, Abstract No. 436, Harris County, Texas more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein and desire to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision; and

WHEREAS, Declarants have deemed it desirable, for the efficient preservation of the values and amenities in WESTFIELD VILLAGE, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Properties and Common Areas (hereinafter defined) and administering and enforcing the covenants, conditions, assessments and charges created in this Declaration; and

WHEREAS, WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION shall be incorporated under the laws of the State of Texas, as a non-profit corporation, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarants hereby adopt, establish and impose upon the properties hereinabove described and further described in Article III hereof, and declare the following restrictions, covenants, conditions, stipulations and reservations applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said properties, which restrictions, covenants, conditions, stipulations and reservations (sometimes referred to herein collectively as "covenants and restrictions") shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

Return to:

*W. David Tidholm
Hutcherson & Grurdy
3300 Two Allen Center*

ARTICLE 1

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Association" shall mean and refer to WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, its successors and assigns, provided for in Article VI hereof.

Section 2. "the Properties" shall mean and refer to the properties hereinabove described and further described in Article III hereof which are subject to this Declaration.

Section 3. "Westfield Village" shall mean and refer to WESTFIELD VILLAGE, SECTION ONE; all subsequent sections of WESTFIELD VILLAGE brought within the scheme of this Declaration; and any other real property (including specifically, but without limitation, all or portions of other subdivisions being or to be developed by Declarants, collectively or individually, or affiliated or subsidiary entities) hereafter brought within the jurisdiction of the Association pursuant to the provisions set forth herein.

Section 4. "Lot" and/or "Lots" shall mean and refer to each of the lots (but not the Reserves) shown upon the Westfield Village Plat.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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 and those having only an interest in the mineral estate.

Section 6. "Westfield Village Plat" shall mean and refer to the Map or Plat of WESTFIELD VILLAGE, SECTION ONE, recorded under Clerk's File No. G402235, Harris County, Texas, and any subsequently recorded Replats thereof.

Section 7. "Architectural Control Committee" shall mean and refer to Westfield Village Architectural Control Committee provided for in Article V hereof.

Section 8. "Declarants" shall mean and refer to H. C. Elliott Homes, Inc., and Gibraltar Savings Association, their successors and assigns, (if such assigns should acquire more than one undeveloped Lot from the Declarants, or either of them, for the purpose of development).

Section 9. "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article VI, Section 1 hereof, together with all the Owners in Westfield Village who are members of the Association as provided in this Declaration.

Section 10. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in this Declaration. References herein (whether specific or general) to provisions set forth in "any (all) Supplemental Declaration(s)" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 11. "Common Properties" shall mean and refer to that portion of the Properties located in WESTFIELD PARK, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of prior grants or dedications by Declarants or Declarants' predecessors in title. References herein to Common Properties shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations.

Section 12. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners constructed on portions of one or more Lots or on acreage owned by Declarants (or Declarants and others) which is not a part of the Properties. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; swimming pools; jogging tracks, tennis courts; playgrounds and other similar and appurtenant improvements. References herein to the Common Facilities (any Common Facility) shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

Section 13. "Elliott" shall mean H. C. Elliott Homes, Inc.

Section 14. "Gibraltar" shall mean Gibraltar Savings Association.

Section 15. "Westfield Park" shall mean and refer to that certain 1.88 acre tract of land out of the H & T. C. Railroad Company Survey, Abstract No. 436, Harris County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, and any subsequent plats of said property.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Existing Easements. The Westfield Village Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Plat further establishes dedications, limitations, reservations and restrictions applicable to the Properties, including, without limitations, certain minimum set back lines. Further, Declarants and/or Declarants' predecessor(s) in title have heretofore granted, created, and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions, and reservations shown on the Westfield Village Plat and all grants and dedications of easements and related rights heretofore made by Declarants and/or Declarants' predecessor(s) in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of

Declarants conveying any part of the Properties, whether specifically referred to therein or not.

Section 2. Declarants' Reservation of Easements. Declarants reserve the easements and rights of way as shown on the Westfield Village Plat for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, cable television, telegraph and/or telephone line or lines, gas, water, sanitary and storm sewers, or any other utility Declarants see fit to install in, across and/or under the Properties.

Section 3. Changes and Additions. Declarants reserve the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the FHA or VA.

Section 4. Title to Easement Estates and Appurtenances Not Conveyed. It is expressly agreed and understood that the title conveyed by Declarants to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to (a) any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, cable television, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarants or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties and (b) the right of Declarants, their successors and assigns, to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

Section 5. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across, and under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarants or the Association's Board of Trustees. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Westfield Village and Westfield Park Plats, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements.

Section 6. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles, and to garbage and trash collection vehicles, postal vehicles and other service vehicles to enter upon the Properties in the performance of

their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Properties to render any service.

ARTICLE III

Property Subject to This Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is (i) all of WESTFIELD VILLAGE, SECTION ONE, being 82.5170 acres out of the H. & T.C.R.R. Co. Survey, Abstract No. 1341, Harris County, Texas, according to the Plat thereof recorded under Clerk's File No. G402233 of the Official Public Records of Real Property of Harris County, Texas (or any subsequently recorded Plat thereof), LESS AND EXCEPT Reserve A thereof, as shown on the Westfield Village Plat (and title to such Reserve A shall not be burdened or affected in any manner by this Declaration) and (ii) all of Westfield Park, being 1.88 acres out of the H. & T.C.R.R. Co. Survey, Abstract No. 1341, Harris County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Mineral Exception. All oil, gas and other minerals in, on or under the Properties have been heretofore reserved and all sales and conveyances of the Properties, or any part thereof, including the Lots and Common Properties, will be subject to the previous reservation thereof.

ARTICLE IV

Use and Building Restrictions

Section 1. Land Use and Building Type. All Lots shall be known, described and used as Lots for residential purposes only (hereinafter sometimes referred to as "residential Lots"), and no structure shall be erected, altered, placed, or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height, a detached or an attached garage for not less than two (2) or more than three (3) cars and quarters for bona fide domestic employees; provided that the Architectural Control Committee may, in its discretion, permit (a) the construction of a carport on a Lot (in addition to a garage) and/or (b) a garage for less than two (2) or more than three (3) cars, such permission to be granted in writing as hereinafter provided; provided, however, nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. As used herein, the term "residential purposes" shall be construed to prohibit the use of the Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

All exterior construction of the primary residential structure, garage, porches and any other appurtenances or

appendages of every kind and character on any Lot and all interior construction (including but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceiling, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

Section 2. Architectural Control. No building or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications therefor and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures, with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with minimum construction standards, all as more fully provided for in Article V hereof.

Section 3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than 1,100 square feet for a one story dwelling, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1-1/2) story, or a two (2) story dwelling be less than 1,400 square feet; provided that the Architectural Control Committee may, in its discretion, permit the ground floor of the main residential structure, exclusive of open porches and garages of a one-story dwelling to contain less than 1,100 square feet, but in no event less than 900 square feet, such permission to be granted in writing as hereinafter provided.

Section 4. Type of Construction and Materials.

(a) Each residence shall have at least fifty-one percent (51%) masonry construction on the exterior wall area of the residence and garage unless the Architectural Control Committee shall, in its discretion, permit the use of a material or materials other than masonry on more than forty-nine percent (49%) of the exterior wall area of the residential structure and/or garage, such permission to be granted in writing as hereinafter provided.

(b) No external roofing material other than wood or composition shingles shall be constructed or used on any building in any part of the Properties unless the Architectural Control Committee shall, in its discretion, permit the use of other roofing materials, such permission to be granted in writing as hereinafter provided.

(c) A concrete sidewalk four (4) feet wide shall be constructed parallel to the street adjacent to the front of each Lot. No other sidewalks shall be permitted on any Lot without the express written consent of the Architectural Control Committee. The plans for each residential building on each Lot shall include plans and specifications for such sidewalks, and such sidewalks shall be constructed and completed before the main residence is occupied.

(d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, provided that the Architectural Control Committee may, in its discretion, permit window or wall type air conditioners to be installed in a garage if such unit, when installed, shall not be visible from a street, such permission to be granted in writing as hereinafter provided.

(e) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(f) No fence or wall shall be erected, placed, or altered on any Lot:

(i) nearer to any street than the minimum building setback lines as shown on the Westfield Village Plat; nor

(ii) nearer to the front Lot Line than the plane of the front exterior wall of the residential structure on the Lot.

All fences must be constructed of ornamental metal, wood or masonry and no chain link fences shall be placed on any Lot except to enclose a swimming pool if such chain link fence is not visible from a street. No fence shall exceed eight (8) feet in height, and all fences along side and rear Lot Lines shall be not less than six (6) feet in height. The Architectural Control Committee may, in its discretion, permit a fence to be located nearer to the front Lot line than the plane of the front exterior wall of the residential structure (but not in front of the building setback line), or to exceed eight (8) feet in height, such permission to be granted in writing, as hereinafter provided.

(g) A solid wood or masonry fence, at least six (6) feet in height, shall be constructed and thereafter maintained in a good state of repair on and along the rear (or side, as the case may be) Lot lines of all Lots with a rear or side Lot line forming part of the outside perimeter of Westfield Village as such Lots are shown on the Westfield Village Plat. The obligation contained in this paragraph to construct and maintain such fences shall be binding upon the respective Owners of the Lots specified; however, all portions of said fences shall be uniform and consistent with other portions of said perimeter fences.

(h) No external radio or television aerial wires or antennae shall be placed or permitted to be maintained in front of the front building line of any Lot.

Section 5. Building Location. No structure shall be located on any Lot between the building setback lines shown on the Westfield Village Plat and the street. No building shall be located nearer than five (5) feet to any interior Lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front Lot Line may be located within three (3) feet of an interior Lot line; and no main residence building, nor any part thereof, shall be located on any Lot nearer than fifteen (15) feet to the rear Lot line. For the purposes of this Section, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion

of a building on any Lot to encroach upon another Lot or to extend beyond the building setback line. For the purposes of this Declaration, the front Lot line of each Lot shall coincide with and be the Lot line having the shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot, and each detached garage will be located at least sixty-five (65) feet from the front Lot line of the Lot on which it is situated and will be provided with driveway access from the front of the Lot; provided that such access may be from the front or side of corner Lots. For purposes hereof, the term "corner lot" shall mean and refer to any Lot which abuts more than one street.

Section 6. Minimum Lot Area. No Lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless each lot resulting from such resubdivided Lot shall have an area of not less than 5,500 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties if such resubdivision results in each resubdivided Lot containing not less than the minimum lot area aforesaid.

Section 7. Annoyance or Nuisances. (a) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon with may be an annoyance to the neighborhood. (b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats and other domestic household pets (not to exceed three (3) adult animals) may be kept provided that they are not kept, bred or maintained for any commercial purpose. (c) No spirituous, vinous, malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any Lot, nor shall any Lot or any part thereof be used for illegal or immoral purposes. (d) No truck, bus, boat or trailer shall be left parked in or on the street in front of any Lot or in any driveway or other portion of such Lot exposed to public view (except for construction or repair equipment only while a house, or houses, are being built or repaired in the immediate vicinity). (e) No septic tank or private water well shall be permitted on any Lot.

Section 8. Temporary Structures. No structure of a temporary character, whether trailer, mobile home, prefabricated house, tent or otherwise shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided however, that Declarants reserve the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in their sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities.

Section 9. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except (i) one sign of not more than ten (10) square feet advertising the particular Lot on which the sign is situated for sale or rent and (ii) one sign of not more than five (5) square feet to identify the particular Lot as may be required by the FHA or VA during the period of actual construction of a single-family residential structure thereon;

provided, however, the right is reserved by Declarants to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in Westfield Village. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 9, be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee.

Section 10. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 11. Underground Electric System. An underground electric distribution system will be installed in the Westfield Village, which underground service area embraces all of the Lots which are platted in Westfield Village. The Owner of each Lot containing a single dwelling unit shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the 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. Declarants have either by designation on Westfield Village Plat or by separate instrument granted necessary easements to the electric company providing for the installation, has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the special wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall at his or its 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 each dwelling unit involved. For so long as underground service is maintained in the Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed or will install the underground electric distribution system in Westfield Village at no cost to Declarants (except for certain

conduits, where applicable, and except as hereinafter provided) upon Declarants' representation that Westfield Village is being developed for residential dwelling units which are designated to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent. Should the plans of the Declarants or the Lot Owners in Westfield Village be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Declarants have paid to the Company an amount representing the excess in cost, for Westfield Village, of the underground distribution system over the cost of equivalent overhead facilities to serve such Westfield Village or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by Company to be necessary.

No provision of this Section 11 (the text of which is prescribed by the electric company) shall in any manner operate or be construed to permit the construction on any Lot of any type of residential structure other than a single family residence as provided in Section 1 of this Article IV.

Section 12. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or the Common Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or the Common Properties. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or the Common Properties.

Section 13. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarants nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or by their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area. Further, neither the Declarants nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them, or either of them, or their respective agents, employees, servants or assigns, to any sidewalks, driveways, fences, or other object occupying any such easement or any portion thereof, as a result of any activity relating to the construction maintenance or repair of any facility in any such easement area.

ARTICLE V

Architectural Control Committee

Section 1. Approval of Building Plans. No building shall be erected, placed, or altered upon the Properties

until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography, finished ground elevation and orientation relative to Lot lines and building setback lines, and as to compliance with minimum construction standards by the Westfield Village Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with; provided however, failure to timely approve or disapprove such plans and specifications shall not be deemed to permit the erection, construction, placing or altering of any structure on any Lot in a manner prohibited under the terms of this Declaration.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of H. C. Elliott III, P. R. Laird and H. C. Elliott, who by majority vote may designate a representative to act for them.

Section 3. Replacement. In the event of death or resignation of any member or members of said Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; PROVIDED, that any time after January 1, 1988, whether or not the term of the Architectural Control Committee specified in the preceding sentence shall have expired, by a two-thirds (2/3) vote of the members present and voting, the Board of Trustees of the Westfield Village Community Improvement Association may assume the duties and powers of the Architectural Control Committee, and thereafter the Board of Trustees of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

Section 6. Variances. Article IV of this Declaration contains a number of provisions wherein the Architectural

Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the term of the Architectural Control Committee shall have expired and the Board of Trustees of the Association shall have not succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Trustees of the Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

ARTICLE VI

The Westfield Village Community Improvement Association

Section 1. Membership. Every Owner of a Lot in Westfield Village which is subject to a maintenance charge assessment by the Association, including contract sellers, shall be a member of Westfield Village Community Improvement Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association. Ownership of such Lots shall be the sole qualification for membership.

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

Class A. Class A members shall be all those Owners as defined in Section 1 of this Article VI, with the exception of the Declarants. Class A members shall be entitled to one vote for each Lot in Westfield Village in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot all such persons shall be members. The vote for such Lot shall be

exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B members shall be the Declarants. The Class B members shall be entitled to three (3) votes for each Lot in Westfield Village in which they, or either of them, hold the interest required for membership by Section 1; provided, however, that 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, 1993.

Except as may be specifically provided to the contrary in this Declaration, the Class A and Class B members shall have no rights as such to vote as a class, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. The Declarant shall organize a nonprofit corporation to assume and perform the duties and functions of the Association. Upon the organization of such corporation, and the approval of the Articles of Incorporation and Bylaws therefor by the FHA and VA, all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

Section 6. Directors. The Association shall act through a three (3) member Board of Directors, which shall manage the affairs of the Association. The initial Directors of the Association shall be selected by Elliott. Each initial Director shall serve for an initial term of ten (10) years and, thereafter, until his successor is duly elected and qualified. After the expiration of the term of the initial Directors, the Members shall elect a Board of Directors as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Directors during the initial ten (10) year term shall be filled by appointment made by the remaining Director or Directors. The person appointed by the remaining Director or Directors to fill such vacancy shall serve for the remainder of the initial ten (10) year term and until his successor is duly elected and qualified. The Directors shall have the power to select one or more advisory directors from the residents of the Subdivision to serve for such periods of time as the Board of Directors shall deem appropriate, for the purpose of providing advice and counsel to the Board of Directors, provided that such advisory directors shall have no right to act on behalf of the Association.

Section 7. Title to Common Properties. The Declarants, or either of them, may retain the legal title to the

Common Properties and Common Facilities in Westfield Park until such time as they have completed improvements thereon and until such time as, in the sole opinion of Declarants, the Association is able to operate and maintain the same. Until title to such Common Properties and Facilities has been conveyed to the Association by Elliott, Elliott shall be entitled to exercise all rights and privileges relating to such Common Properties and Facilities granted to the Association in this Declaration and all Supplemental Declarations.

ARTICLE VII

Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article VII, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities in Westfield Park, and such right and easement shall be appurtenant to and shall pass with the title to each Lot in Westfield Village.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in its discretion, to charge reasonable admission and other fees for the use of the recreational Common Facilities, and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Facilities by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Properties and Facilities or any part thereof at the same time; and

(b) The right of the Association to grant or dedicate easements in, on, under or above such Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to Westfield Park or any part thereof; and

(c) The right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to Westfield Park or any part thereof; and

(d) The right of the Association to convey or dedicate such portions of the Common Properties as its Board of Directors may deem appropriate to governmental authorities, political subdivisions or other persons or entities for use as the location of schools, churches, and hospitals, or for other similar purposes related to the health, safety, and welfare of the Members; and

(e) The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Properties and Facilities in such instances and on such terms as its Board of Directors may deem appropriate; the right of the Association to operate recreational facilities and related concessions located on such Common Properties; the right of the Association to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to Common Facilities in such instances and on such terms as its Board of Trustees may deem appropriate; and

(f) The right of the Association to suspend the voting rights of a Member or his right to use any recreational Common Facility during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and Supplemental Declarations or in its Bylaws or at law or in equity on account of any such default or infraction.

ARTICLE VIII

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot is hereby subjected to an annual maintenance charge, and the Declarants, for each Lot owned by either of them 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 annual maintenance charge assessments, such assessments to be established and collected as hereinafter provided and shall constitute the proceeds of a fund (hereinafter called "the maintenance fund") to be used for the purposes hereinafter provided. The annual maintenance charge assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot 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 Lot at the time when the assessment became 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 Subdivision, and the Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Westfield Village provided, however, that each future section of Westfield Village to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to an annual maintenance charge and assessment on a uniform, per Lot basis, substantially equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association in the manner provided in Article IX hereof.

The uses and benefits to be provided by said Association shall include, by way of example but without limitation, at its sole option, any and all of the following: maintaining parkways, rights-of-way, easements and esplanades; furnishing and maintaining landscaping, lighting and beautification of the Properties; installation, construction, erection, operation and maintenance of the improvements to the Common Facilities, including, without limitation, the construction and maintenance of a swimming pool, gazebo, jogging track and playground thereon; payment of ad valorem taxes and assessments on the Common Properties; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; and doing such other things and taking such other actions as are necessary or desirable in the opinion of the Association to keep the Properties neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Maximum Annual Assessment. Until December 31, 1987, the maximum annual assessment shall be THREE HUNDRED DOLLARS (\$300) per Lot, per annum. From and after December 31, 1987, the maximum annual assessment may be increased each year by the Board of Directors (beginning with the year 1988), without a vote of the membership, by an amount not in excess of five percent (5%) of the maximum annual assessment for the previous year. From and after December 31, 1987, the maximum annual assessment may be increased for any year (beginning with the year 1988) by an amount in excess of five percent (5%) of the maximum annual assessment for the previous year, only 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.

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

Section 5. Rate of Assessments. The Board of Directors, in its discretion, may fix, by resolution specifying such amount, the annual assessment at any amount not in excess of the maximum then permitted under the terms of Section 3 above, and such annual assessment for the Lots, when fixed, shall be assessed and paid at the following uniform rates:

- (a) The rate for all Lots, other than those Lots owned by Declarants, or either of them, shall be fifty percent (50%) of the annual assessment fixed by the

Board of Trustees until the first day of the month following completion and occupancy of a permanent residential structure on such Lot; thereafter, such rate shall be one hundred percent (100%) of the applicable annual assessment as to such Lot on which such permanent structure has been erected.

(b) The rate for all Lots owned by Declarants, or either of them, shall be separately determined by the Association, but in no event shall such rate be less than fifty percent (50%), nor more than one hundred percent (100%) of the applicable annual assessment and in any event the rate shall be the same for Lots owned by Elliott and Gibraltar.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date fixed by the Board of Trustees to be the date of commencement, and the annual assessment period shall be the calendar year. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Trustees 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. Except as hereinafter provided for Declarants, the due dates (which may be monthly, quarterly, semiannually or annually) shall be established by the Board of Trustees. 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. The due date for any and all assessments accrued by Declarants for each Lot owned by them shall be the date on which Declarants or, either of them, conveys such Lot to an Owner other than Declarants.

Section 7. Effect of Non-Payment of Assessment. If any annual charge or assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at eighteen percent (18%) per annum, and if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorneys' fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 8. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership, or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same. No Owner may waive or otherwise escape liability for any assessment provided for herein by non-use of any Common Property or Facility or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein, as it applies to any Lot, shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting mortgage lien, the Association shall give the holder of such mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. No sale or transfer of a Lot shall relieve the Owner of such Lot from liability for any assessments theretofore having become due or such Lot from the lien thereof.

ARTICLE IX

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of the Association and all Owners, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2022. During such initial term the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all Lots in Westfield Village, and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, said covenants and restrictions (if not previously terminated and as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all the Lots in Westfield Village, and properly recorded in the appropriate records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Section 2. Additions to Existing Property. Additional lands may become subject to the scheme of the Declaration in the following manner:

(a) Additions by Declarants/Approval by FHA or VA. The Declarants, their successors and assigns, shall have the right to bring within the scheme of the Declaration additional properties in future stages of the development of Westfield Village, upon the approval of the Board of Trustees of the Association, in its sole discretion. Any

additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants, conditions and restrictions of the Declaration to such property and the execution thereof by members of the Board of Directors of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Directors. Such Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per lot basis, substantially equivalent to the maintenance charge and assessment imposed by the Declaration, and may contain such complementary additions and/or modifications of the covenants, conditions and restrictions contained in the Declaration as may be applicable to the additional lands.

In addition, so long, as there shall be a Class B Membership in the Association, any annexations of additional properties as herein provided shall require the approval of the FHA or VA of each future stage of development of Westfield Village and the general scheme of the entire development of Westfield Village. For purposes hereof, approval shall be deemed to have been obtained with respect to each future stage of development of Westfield Village upon issuance of the FHA ASP-9 relative to such stage. Further, for purposes hereof, approval shall be deemed to have been obtained with respect to the general scheme of the development of Westfield Village upon receipt by Declarants of a letter from the FHA or VA granting such approval.

(b) Other Additions. Upon the approval of the Board of Trustees of the Association, in its sole discretion, the owner of any property who desires to add it to the scheme of development and to subject it to the jurisdiction of the Association may file of record a Supplemental Declaration of Covenants, Conditions and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions applicable to the Properties described herein together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, conditions and restrictions established by the Declaration or any Supplemental Declaration.

Section 3. FHA/VA Approval. So long as there shall be a Class B Membership in the Association, and in addition to the actions requiring approval in Section 2 of this Article IX, the following actions will require the prior approval of the FHA or VA: merger or consolidation of the Association with another association, dedication of common areas, and amendment of this Declaration.

Section 4. Amendments by Declarants. The Declarants shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party

to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 5. Interpretation. If this Declaration, or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 6. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

Section 7. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, where applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 9. Severability. Invalidity of any one or more of these restrictions, covenants, conditions, stipulations, or reservations, or any other provisions, or any part thereof, contained in this Declaration, shall in no manner affect any of the other restrictions, covenants, conditions, stipulations, reservations or provisions hereof, which shall remain in full force and effect.

Section 10. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

EXECUTED this 9th day of September, 1982.

H. C. ELLIOTT HOMES, INC.,
a Texas corporation

By: [Signature]
HARRY C. ELLIOTT, III
VICE PRESIDENT
GIBRALTAR SAVINGS ASSOCIATION

By: [Signature]
Charles R. Ackerman
Senior Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 10, 1982 by Harry C. Elliott, III, Vice President of H. C. ELLIOTT HOMES, INC., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public in and for
the State of Texas

STEPHANIE WOOD
Notary Public in and for the State of Texas
My Commission Expires 3/4/85

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 9, 1982 by Charles R. Ackerman, Senior Vice President of GIBRALTAR SAVINGS ASSOCIATION, a Savings association, on behalf of said association.

[Signature]
Notary Public in and for
the State of Texas

ROXIE KEY
Notary Public in and for the State of Texas
My Commission Expires 9/9/85

DESCRIPTION OF 1.8800 ACRES OF LAND
OUT OF THE H.&T.C. RAILROAD COMPANY SURVEY
ABSTRACT NO. 436
HARRIS COUNTY, TEXAS

Being a tract or parcel of land containing 1.8800 acres located in the H.&T.C. Railroad Company Survey, Abstract No. 436, Harris County, Texas, and being out of a called 26.9663 acre tract designated as Parcel III, Tract B and described in deed recorded under Harris County Clerk's File No. D744396, said 1.8800 acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a point on the south line of Westfield Village, Section One, a plat recorded in Volume 293, Page 53 of the Map Records of Harris County, Texas, said point being on the west line of Westfield Village Drive (60 feet wide) as recorded on the said plat of Westfield Village, Section One and as recorded under Harris County Clerk's File Number F-773732, and said point being on the north line of Keith Harrow Boulevard (100 feet wide) as recorded under Harris County Clerk's File Number F-773732;

THENCE S 00°22'00" W, 110.00 feet to the point of BEGINNING of the herein described tract;

THENCE continuing S 00°22'00" W, 490.00 feet along the west line of said Westfield Village Drive to a point for corner;

THENCE N 89°38'00" W, 163.97 feet to a point for corner, said point being on the west line of the said 26.9663 acre tract;

THENCE N 0°22'00" E, 499.52 feet along the west line of said called 26.9663 acre tract to a southwest corner of said Keith Harrow Boulevard;

THENCE S 89°48'00" E, 153.97 feet along the south right-of-way line of said Keith Harrow Boulevard to an angle point;

THENCE S 44°43'00" E, 14.12 feet to the point of BEGINNING and containing 1.8800 acres of land.

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

D.M. Krukwitt

D.M. KRUEWITT
REGISTERED PUBLIC SURVEYOR#2836



FILED
SEP 10 4 11 PM 1982
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

SEP 10 1982



Quinta L. Lashburn
County Clerk, Harris County, Texas

EXHIBIT A