

MODIFICATION OF COVENANTS
(APPLICABLE TO WIMBLEDON CENTRE COURT)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

WHEREAS, under the terms of that certain instrument entitled "Wimbledon Centre Court Reservations, Restrictions and Covenants" (herein called "Said Covenants") recorded under County Clerk's File No. E304313, Official Public Records of Real Property, Harris County, Texas, applicable to an unrecorded subdivision composed of Reserve A of Wimbledon Estates and Racquet Club, Section Two, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 207, Page 87, Map Records of Harris County, Texas, and an adjoining 1.866 acre tract of land described therein, called "Wimbledon Centre Court", each lot is subject to certain restrictions described in Said Covenants; and

WHEREAS, WIMBLEDON ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (herein called the "Corporation") is the maintenance corporation referred to in Article V of Said Covenants, the successor in interest to Wimbledon Venture under Said Covenants, and the representative of the owners of property in said subdivision for the purpose of enforcing the provisions of Said Covenants, and the Architectural Control Committee of the Corporation (herein called the "Committee") has succeeded to the rights of the original Architectural Control Committee described in Article II of Said Covenants; and

WHEREAS, Paragraph 5 of Article III of Said Covenants sets forth certain restrictions regarding the colors of the general siding of buildings in said subdivision, lists three colors that shall be used in staining or painting the siding and specifies an exact manufacturer and color number that should be used in complying with such color requirements; and

WHEREAS, the exact color numbers listed in Said Covenants are no longer commercially available and the Corporation and Committee desire to modify, amend and supplement Said Covenants under the

101-11-1980

EXECUTED this 27 day of March, 1974.

WIMBLEDON VENTURE, a joint venture
composed of:

McCRORY-HALLBECK DEVELOPMENT
COMPANY, INC.

By [Signature]
S. E. McCrory, Jr., President

DOMAIN DEVELOPMENT, INC.

By [Signature]
Robert Sud, President

[Signature]
Samuel M. Tilotta

[Signature]
Loyde E. Tilotta

[Signature]
Robert Gary Kelley

[Signature]
Shirley Z. Kelley

RECORDER'S MEMORANDUM:
Portions of This Instrument Were Inked or
Blacked Out At The Time of Recording.

ATTEST:

[Signature] Secretary

ATTEST:

[Signature] Secretary

ATTEST:

[Signature] Secretary

ATTEST:

[Signature] Secretary

BRACEWELL CONSTRUCTION CO.

By [Signature] President

C. J. BEBELL, INC.

By [Signature] President

BILL MURRAY AND COMPANY

By [Signature] President

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

HEIGHTS DEVELOPERS, INC.

By [Signature] President

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WIMBLEDON CENTRE COURT
RESERVATIONS, RESTRICTIONS AND COVENANTS

1.00

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS X

That WIMBLEDON VENTURE, a venture of McCrory-Hallbeck Development Co., Inc., a Texas Corporation with offices and principal places of business in Houston, Harris County, Texas, hereinafter called "Wimbledon Venture", being the owner of that certain 1.866 acre tract of land described on Exhibit "A" attached hereto and made a part hereof, and that certain 4.527 acre tract being all of Reserve A of Wimbledon Estates and Racquet Club, Section Two, a subdivision in Harris County Texas according to the map or plat thereof recorded in Volume 207, Page 87 of the Map Records of Harris County, Texas; and desiring to create and carry out a uniform plan and scheme for the improvement of the said property into an unrecorded subdivision to be hereafter named and known as "Wimbledon Centre Court", does hereby adopt, establish, promulgate and impress the said property described above with the following Reservations, Restrictions and Covenants.

I

General Provisions

Name

1. The property described above is hereby named and shall be hereafter known and referred to as "Wimbledon Centre Court" (hereinafter referred to as the subdivision).

Applicability

2. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed,

delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

Dedication

3. The streets and roads which are or shall be dedicated by separate instrument by Wimbledon Venture are dedicated to the use of the public. All property except for the lots and streets shall be used for and dedicated to the residents of the Subdivision for use as a greenbelt area, walkway, pedal bicycle trail and bridle path, subject to the rights and interests of the owners of any easements and rights of way.

Reservations

4. a. Utility easements which are or shall be dedicated by separate instrument by Wimbledon Venture are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of Wimbledon Venture and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service which Wimbledon Venture may find necessary or proper.

b. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by Wimbledon Venture or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to Wimbledon Venture, its successors and assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or

other party is hereby expressly reserved to Wimbledon Venture.

d. Wimbledon Venture reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving Wimbledon Venture or any property therein.

e. Neither Wimbledon Venture, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

f. Wimbledon Venture reserves the right to construct a path, trail or walkway in and over the area, or any part thereof, dedicated herein for such purpose and as a greenbelt area, and to further improve, maintain, landscape, alter and modify and eliminate such path, trail or walkway within said greenbelt area (or re-install such area) at any time, and from time to time hereafter.

Duration

5. The provision hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon Wimbledon Venture, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

Enforcement

6. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained,

enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for Wimbledon Venture or for any person, persons or association of persons owning or representing owners of property in the Subdivision or other section or area administered hereunder to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

Partial Invalidity

7. In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which was not thereby held invalid; and such provisions, including the Restrictions, Reservations and Covenants herein contained, shall remain in full force and effect binding in accordance with their terms.

Effect of Violations of Mortgagees

8. No violation of the provisions herein contained, or any portion thereof, shall affect the lien created by any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust, may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provision herein contained, including said Reservations, Restrictions and Covenants.

Architectural ControlBasic Rule

1. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof after original construction, on any property in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. If type of material and colors of the exterior are not included in the specifications originally submitted, the Committee (as hereinafter named and defined) shall have the continuing right for a period ending thirty(30) days after the completion of the application of the exterior colors and materials to require changes or alterations therein to comply with the provisions hereof. Approval shall be granted or withheld or changes required as permitted in the foregoing sentence, based on matters of compliance with the provisions of this instrument and the Minimum Standard set pursuant to Paragraph 3 of this Section II, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

Architectural
Control Authority

2. a. The authority to grant or withhold architectural control approval as referred to above is vested in Vernon Hallbeck and S. E. McCrory, Jr., who shall constitute the original Architectural Control Committee (herein referred to as the "Committee") for Wimbledon Centre Court and all other sections or areas administered hereunder pursuant to Section VI hereof and shall serve until the occurrence of the event specified in Paragraph 2b. below or until the death, resignation, refusal or inability to serve of a member. In the event of the death, resignation, refusal or inability of any member, the remaining members of the Committee shall fill the vacancy by appointment for the unexpired term of the successor in office.
- b. Within six (6) months after the sales of all lots in Wimbledon Centre Court and any other sections or areas to be administered hereunder pursuant to Section VI hereof

have been consummated and closed by Wimbledon Venture, the owners of lots on which a residence has been completed and occupied in Wimbledon Centre Court and all other section or areas to be administered hereunder shall select the members of the Committee at a meeting called by Wimbledon Venture as provided below. All such members of the Committee so selected must be owners of property in Wimbledon Centre Court or such other section or area being administered hereunder. Each lot owner on which a residence has been completed and occupied shall be entitled to one (1) vote for each whole lot or building site owned by that owner. In the case of any building site composed of more than one (1) whole lot, such building site owner on which a residence has been completed and occupied shall be entitled to one (1) vote for each whole lot contained within such building site.

Wimbledon Venture shall be obligated to arrange for the election of the Committee members as required above within six (6) months after the sales of all lots in such sections and areas administered hereunder have been consummated and closed by Wimbledon Venture, by giving written notice of the time and place of such election to each lot owner at the last address of such owner known to Wimbledon Venture (which place of meeting shall be in or near the Subdivision) not less than five (5) days prior to the holding thereof.

Votes of lot owners shall be evidenced by written ballot furnished by Wimbledon Venture or the Committee and the elected Committee shall maintain said ballots as a permanent record of such election for a period of not less than four (4) years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

The results of any such election and of any removal or replacement of any member of the Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged in behalf of Wimbledon Venture or by a majority of the then eligible property owners voting in such election.

The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

After the first such election shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by ten (10) or more lot owners who are eligible to vote pursuant to the foregoing provisions. Members of the Committee may, at any time, be relieved of their position and substitute members thereof designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting election, conducting elections, counting votes, determining results and evidencing such results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonable by long (in the exclusive judgment of the Board of Directors of each of the joint ventures), then the Board of Directors of each of the joint ventures, jointly, may validly perform such function.

c. The members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred as may, from time to time, be authorized or approved by Wimbledon Venture, until the formation of the Corporation, (hereinafter named) and then the Board of Directors of the Corporation. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund" hereinafter referred to.

Minimum Standards

3. The Committee shall adopt and publish detailed standards and specifications (referred to herein as "Minimum Standards") for residences and improvements related to such residences which shall be supplemental hereto in controlling and regulating the construction, maintenance and alteration of and additions to such residences and improvements related to such residences. Said Minimum Standards may be amended, supplemented and revised from time to time by the Committee. Said Minimum Standards shall be furnished upon request to each party proposing to build, maintain, alter or add to a residence or improvements related to such residence in the Subdivision.

Effect of
Inaction

4. Approval or disapproval as to architectural control matters and compliance with Minimum Standards as set forth in the preceding provision shall be in writing. In the event that the Committee fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within fifteen (15) days following such submission, such approval will not be required and the construction of any such buildings and other improvements may be commenced and proceeded with in compliance with all of the other terms and provisions hereof.

Effect of
Approval

5. The granting of the aforesaid approval shall constitute only an expression of opinion of the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

III

General Restrictions

1. No building shall be erected, altered or permitted to remain on any lot other than the one (1) detached single-family residential dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) automobiles, and other

than bona fide servants' quarters; provided, however, that the servants' quarters and garage structure shall not exceed the main dwelling in area, height or number of stories. The color, texture, type and quality of all exterior materials, including but not limited to brick, wood, roofing materials, plaster and concrete, shall be approved by the Committee. Further, the design and location with respect to topography and finished grade elevation shall be subject to approval by the Committee. The foregoing provisions shall be applicable to all structures when initially erected and all alterations, modifications and maintenance thereof. No garage or car parking facility may be enclosed for a living or dwelling area and no car parking facility may be erected or maintained without the prior written consent of the Committee. For purposes of this instrument, the word "lot" shall be deemed to include a building site or tract as designated and conveyed by warranty deed from Wimbledon Venture including the metes and bounds of said property so conveyed.

2. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants' quarters) shall not be less than one thousand eighteen hundred (1,800) square feet for either a one, or two-story dwelling.

3. Every residence shall have no less than fifty-one percent (51%) masonry construction on its first level, the masonry shall be of matched 3 x 9 King Brick, Light Tan. A sample is available at the office of the Architectural Control Committee. The blend may be altered but no less than ten percent (10%) of any of the individual colors may be used.

4. All exterior siding will be 1 x 10 rough cedar Lap and Gap.

5. General Siding Colors - Siding shall be stained or painted in one of the following colors:

1. Dark Brown - Olympia - #714 Dark Brown
2. Medium Brown - Olympia - #719 Tan
3. Light Green - Olympia - #724 Green

6. Each house shall be constructed with a garage for two cars, garage door openers and the garage doors shall be faced with 1 x 10 rough cedar Lap and Gap.

7. All flatwork will be a pea gravel finish.

8. All roofs will be of #1 perfection wood shingles or Built up Roofs.

9. Location on Property:

(1) Street Building Line- Building lines shall be ten foot (10') from the front streets on all lots, with the exception of a twenty five foot (25') building line on lot 1, block 1; and lot 18, block 4; both facing Radley Drive and lot 13, block 1; lots 1 and 2 block 2; all facing Sir William Drive.

(2) Rear Property Line Setback - Minimum setback from rear property line shall be zero feet (0').

(3) Side Property Line

(i) Zero setback line - a residence may be set on the property line within the building area of any lot line designated as the zero property line as prescribed by the Architectural Control Committee. A minimum of ten feet of the house or carport must be built on the zero property line. The portion of the zero property line within the building area that is not built upon must have a solid fence not to exceed an 8' -0" height but not less than 6' - 0" high. No window, doors or other openings may be placed in the wall parallel to the zero property line unless the wall is a minimum of five feet from said zero property line except that walls on the zero property line within five feet of the zero property line may have openings if backing onto a green belt reserve or easement.

(ii) Other side property set back lines - the minimum set back from the side property line other than the zero property line or the street property line shall be five feet.

10.

Access to the Property at Zero Property Line from Adjoining Property:

a three-foot building easement is provided along the adjoining property of a zero property line to be used only by the zero property for the construction or repair of his exterior side wall or fence. The zero property line owner must replace any fencing, landscaping or other items of the adjoining property that he may disturb during this construction or repair. This easement, when used, must be left clean and neat and any items removed must be replaced. The zero property line property owner must notify the adjacent property owner of his intent to do any construction or maintenance at least 15 days before work is started in order that the adjacent property owner may at his option remove any of his landscaping and other properties. Roof Drainage on Zero Property Line: Roofs on the zero property line shall be built in a manner not to drain onto the adjacent property. An eave overhanging the zero property line cannot exceed 12" past the zero property line.

11. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case set-back lines shall be measured from the resulting side property lines rather than from the side lot lines as originally designated or conveyed. Any such composite building site must have the frontage at the building set-back line of not less than the minimum frontage of lots in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than three thousand six hundred (3,600) square feet in area. Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, except, however, for purposes of voting for the Committee (as provided under Paragraph 2. b above), an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

A dwelling may not be constructed upon a lot, plot or site with less street frontage than forty-five (45) feet, except a numbered lot shown on the plat of the Subdivision as having less street frontage than forty-five (45) feet.

12. All lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial business or professional purpose not for church purposes.

13. No structure of a temporary character, tent, shack, barn, portable building or other outbuilding shall be placed upon or maintained on any lot at any time, unless they are totally hidden from view by the garage or a fence.

14. No freezers, refrigerators, washers, dryers, or other household appliances will be permitted on patios, carports, or on any portion of the lot, except inside of the residence or inside the garage.

15. No person may cover the window of their residence with metal foil or other objectionable material.
16. No residence may have window air conditioning units.
17. No swimming pools shall be constructed unless they are within the confines of the homes.
18. The use of guns, air rifles, B. B. guns, bow and arrow, or other dangerous device is prohibited.
19. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance. No such dogs, cats or other common household pets shall be permitted to roam or wander off the lot of the owner of such animal without being on a leash or under the physical control of a person. No owner of a lot shall be permitted to keep more than two (2) of each species of household pets permitted hereunder.
20. No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No chain link or similar fences may be erected or maintained on any lot or boundary line.
21. No fences shall be allowed unless the height and material thereof has been approved by the Architectural Control Committee. Fences shall only be allowed around patios.
22. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points ten (10') feet from the intersection of the street line (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

23. The drying of clothes in public view is prohibited.

24. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish.

25. No boats, trailers, motor homes, trucks recreational or business vehicles (other than automobiles), and inoperative vehicles of any kind shall be allowed to remain on any lot.

26. Trucks or other commercial vehicles may not be parked in driveways or on streets except temporarily while deliveries are being made to or work is being performed on lot or lots.

27. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Committee may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such prohibited vehicle, garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon the receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

28. Before initial residential occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without prior approval of Wimbledon Venture; and any such approval which is granted by Wimbledon Venture may be withdrawn at any time by Wimbledon Venture, in

which event, the party granted such permissions shall, within the period designated by Wimbledon Venture (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular lot in the Subdivision, no sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign (not exceeding two feet by three feet (2' x 3'), and applicable to such lot alone) may be erected or maintained on such lot.

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

29. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

30. All TV antennas must be located within the residence. Antennas for short-wave radio, citizens band radio, ect. are specifically prohibited.

31. No septic tanks or private water wells shall be permitted in the Subdivision.

32. The greenbelt area which may later be dedicated shall be used only for the purpose of erecting and maintaining landscaped areas, trails for walking and jogging. No motorized bicycles or cycles of any kind, motorized carts or other vehicles may be operated within said area. The Committee shall have the right to restrict certain areas or portions of said greenbelt area to one or more of the above uses.

33. Each house when constructed shall include a gas outlet and line to the house for the purpose of installing a gas light in the yard thereof; such house tap and line to be installed by the builder at the point designated by the Committee.

34. All houses will have a yard sprinkler system.

35. All finished houses will be totally landscaped including all court yards and complete grassing (sodded).

36. All houses will have a standard design mail box.

IV

Maintenance Fund

1. Each residential lot (or composite lot as heretofore provided for) in the Subdivision, other than those owned by Wimbledon Venture, or those lots acquired by Benjamin Franklin Savings Association (who presently is the lienholder against the property), its successors and assigns, shall be and is hereby made subject to following maintenance charges

- (a) one charge to be not more than fifteen (15) mills per square foot of lot area contained within each lot or composite lot;
- (b) one charge of not more than \$.40.00 per month per lot or composite lot

Said charges may be increased from time to time in accordance with Article V hereof.

Wimbledon Venture shall in its sole discretion make contributions to the Maintenance Funds, or make expenditures for maintenance within the Subdivision, as it deems necessary or appropriate, but no property, other than the lots or composite lots, as defined herein, shall be subject to the Annual Maintenance charges or any other assessment for maintenance pursuant to the provisions hereof.

2. The maintenance charge referred to shall be used to create a fund known as the "Maintenance Fund"; and each such maintenance charge shall be paid by the owner of each lot (or residential building site) annually, in advance, on or before January 10th of each year, beginning January 1, 1977.

3. The exact amount of each maintenance charge will be determined by Wimbledon Venture or the Corporation during the month preceding the due date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by Wimbledon Venture or the Corporation.

4. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit of all owners in the Subdivision and any other sections or areas administered hereunder, so long as such sections or areas are subject to a similar

maintenance charge; and such Maintenance Fund may be expended by Wimbledon Venture or the Corporation for any purposes which, in the judgement of Wimbledon Venture or the Corporation, will be most effective in maintaining the property values in the Subdivision and such other sections or areas, including, but not by way of limitation; the lighting, improving and maintaining the streets and roads in the Subdivision, and such other sections or areas; constructing sidewalks; constructing and maintaining greenbelts areas and fences bounding said greenbelt area, trails for walking, pedal bicycling, and horseback riding; paying any ad valorem or similar taxes levied or assessed against such greenbelt areas and improvements thereon; collecting and disposing of garbage, ashes or other refuse; employing policemen and/or watchmen; caring for vacant lots and trees thereon; fogging or spraying for control of mosquitoes or other insects; maintenance of parkways and esplanades; providing or subsidizing fire service or protection; owning, providing or maintaining recreational facilities; providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions and Covenants; reasonable compensation and reimbursement to members of the Board of Directors of the Corporation (but not Wimbledon Venture) and members of the Committee with respect to services performed by such Board and Committee members incident to their duties hereunder; for the maintenance, operation, repair, benefit and welfare of any club which might hereafter be established in the Subdivision or such other section or area adjoining the Subdivision for the residents of the Subdivision and others (and this provision shall not be interpreted to prohibit any such club from charging fees, dues or other consideration for the privilege of using its facilities and obtaining the benefits of membership therein); and generally for doing any other thing necessary or desirable in the opinion of Wimbledon Venture or the Corporation to maintain or improve the Subdivision or such other sections or areas administered hereunder. The use of the Fund for any of these purposes is permissive and not mandatory, and the decisions of Wimbledon Venture or the Corporation with respect thereto shall be final, so long as made in good faith.

The maintenance charge referred to in Paragraph IV, 1 b, above is collected only from the lots in Centre Court, and should be used only for the yard maintenance and grass cutting of these Centre Court lots.

5. In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved as if same is or were expressly set out in the Deed from Wimbledon Venture to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by Wimbledon Venture or the Corporation. Said lien may be subordinated by Wimbledon Venture and the Corporation (by written instrument) to the lien or liens of any lender who hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvement) and/or permanent financing or improvements on any such property such instrument of subordination to be in such form as Wimbledon Venture may deem appropriate.
6. These provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or times hereinabove provided for in Section V. 2 below or for effecting changes in the restrictive covenants hereinabove set forth.

V

Maintenance Corporation

1. A non-profit corporation has heretofore herein been organized, under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of Wimbledon Venture under the terms of the Reservations, Restrictions, and Covenants of Wimbledon Estates and Racquet Club, Section 1 and II and as well as hereunder (including the matters relating to maintenance charges and the Maintenance Fund.) Any such delegation of authority and duties shall serve to automatically release Wimbledon Venture from further rights and liability with respect thereto and vest such duties and prerogatives in the Maintenance Corporation. Any such delegation shall be evidenced by an instrument placed of record in the Deed Records of Harris County, Texas, and joined in by Wimbledon Venture and the Maintenance Corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an

owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person.

2. At any time from and after the date the Corporation commences to administer the Maintenance Fund, the limit of \$40 per lot and/or the fifteen (15) mills per square foot of lot area, contained in Section IV hereinabove, may be increased from time to time by an affirmative vote of a majority of the Board of Directors of the Maintenance Corporation, at a meeting held in accordance with the by-laws of the Corporation, when necessary to meet expenses borne by the Maintenance Fund. Any such increase shall be like and equal percentage increase as to each lot or area administered hereunder.

VI

Additional Sections or Areas

Wimbledon Venture reserves the right but not the obligation from time to time to impose restrictions of any nature deemed desirable by Wimbledon Venture (whether similar to the provisions hereof and the Reservations, Restrictions and Covenants herein set forth or not) on other sections or areas of the lands of Wimbledon Venture adjoining the Subdivision (as well as vary and amend any such restrictions) and cause such restrictions and any Maintenance Fund provided for therein to be enforced and administered by the Committee and Maintenance Corporation provided for herein by expressly providing in such restrictions for the enforcement and administration hereunder. Any such additional section or area shall be considered as being administered hereunder for all purposes in this agreement.

VII

Binding Effect

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected (and Wimbledon Venture) and their respective heirs, executors, administrators, successors and assigns.

VII

Modifications

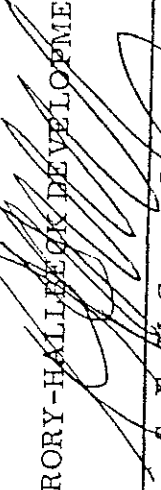
Wimbleton Venture and the Committee are hereby authorized to modify, amend, and supplement any of the terms, conditions and provisions of the Reservations, Restrictions and Covenants, as the same may have already been amended or modified, by executing and filing for the record in the appropriate records of Harris County, Texas, a document containing such modifications amendments, or supplemental provisions. Said modifications, amendment of supplement shall be effective as of the date of the filing of record of such document.

WITNESS our hands at Houston, Texas, on this the 19th day of September, 1977

WIMBLETON VENTURE, venture of:

McCRORY-HALLIBECK DEVELOPMENT CO., Inc.

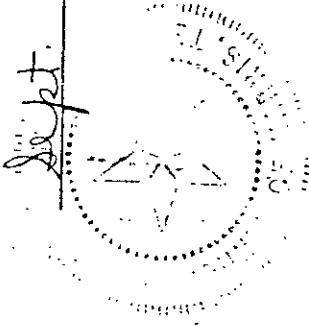
By


S. E. McCrory, Jr., President

THE STATE OF TEXAS X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared S. E. McCrory, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said McCrory-HALLBECK DEVELOPMENT COMPANY, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Sept., 1977. GIVEN under my hand and seal of office this the 19th day of



Betty Rojce
Notary Public in and for
Harris County, Texas.

RETURN TO:
AMERICAN TITLE COMPANY
HARRIS COUNTY ABSTRACT CO.
180 FLOOR NIELS ESPERSON BLDG
HOUSTON TEXAS 77002
Champered No 64
al ad *officer*

EXHIBIT A

Wimbledon Estates
1.866 Acres

George H. Delesdernier, A-229
Harris County, Texas

FIELD NOTES

Field notes of 1.866 acres of land comprising a part of Wimbledon Centre Court Garden Homes, situated in the George H. Delesdernier Survey, Abstract 229, Harris County, out of that certain 220.00 acres of land described in instrument recorded under County Clerk's File No. E 331011 of Real Property Records of Harris County, Texas, said 61.072 acres being more particularly described by metes and bounds as follows:

STARTING at the most northerly southeast corner of Wimbledon Estates and Racquet Club, Section One according to the map thereof recorded in Volume 199 at Page 87 of the Harris County Map Records, said corner also being on the northeasterly right-of-way line of Sir William Drive, 60 feet wide;

THENCE, S 56° 18' 36" E, along the northeasterly right-of-way line of said Sir William Drive, a distance of 50.00 feet to the point of curvature of a curve to the right;

THENCE, in a southeasterly direction along the northeasterly right-of-way line of Sir William Drive, following the arc of said curve to the right having a radius of 900.00 feet and subtending an angle of 06 09' 47" a distance of 96.81 feet to a point for corner;

THENCE, N 68° 00' 00" E, a distance of 51.06 feet to a point for corner on north boundary line of Reserve "A", Wimbledon Estates and Racquet Club, Section 2;

THENCE, N 62° 19' 08" E, along the north boundary line of said Reserve "A", a distance of 130.26 feet to a point of BEGINNING

THENCE, N 22° 00' 00" W, a distance of 102.10 feet to a point for corner;

THENCE, N 68° 00' 00" E, a distance of 485.00 feet to a point for corner;

THENCE, S 22° 00' 00" E, a distance of 22.00 feet to a point for corner;

THENCE, N 68° 00' 00" E, a distance of 199.15 feet to a point on the easterly boundary line of said 220.00 acre tract, at 165.86 feet, pass the northeast corner of the aforesaid Reserve "A", Wimbledon Estates and Racquet Club, Section 2;

THENCE, S 78° 31' 12" W, a distance of 550.52 feet to a point for Corner;

THENCE, S 62 19' 08" W, a distance of 169.71 feet to point of beginning, containing 1.866 Acres of land, more or less:

