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WIMBLEDON ESTATES AND RACQUET CLUB
SECTION II
RESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

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 59.206 acre tract of land out of the George H. Delesdernier Survey, Abstract 229, which has heretofore been platted into that certain subdivision known as "Wimbledon Estates and Racquet Club, Section Two," (referred to herein as the "Subdivision" or as "Section 2") according to the plat of said Subdivision recorded in the office of the County Clerk of Harris County, Texas, on July 20, 1973, after having been approved as provided by law, and being 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, development and sale of property in said Wimbledon Estates and Racquet Club, Section Two, does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants which shall be and are hereby made applicable to the Subdivision:

RETURN TO
AMERICAN TITLE COMPANY
HARRIS COUNTY ABSTRACT CO.
3RD FLOOR NIELS ESPERSON BLDG.
HOUSTON, TEXAS 77002

HA/PS
NO A#

General ProvisionsApplicability

1. 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

2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth. The Reserves "B" and "C" shown on said recorded plat to the southwest of Blocks 13 and 15 of Section 2 is dedicated to the residents of the Subdivision and any other section or area administered hereunder for use as a greenbelt area, walkway, pedal bicycle trail and bridle path, subject to the rights and interests of the owners of the pipeline easement and right of way.

Reservations

3. a. The utility easements shown on the recorded plat 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 one or more cul-de-sacs as follows:

Cul-de-sacs in Rivington Court,
Robinwick Court, Campden Court,
North Greenfield Drive and
Radley Court

Wimbledon Venture further reserves the right to improve, landscape, alter, modify and eliminate such cul-de-sacs (or re-install one or more of said cul-de-sacs) at any time, and from time to time, hereafter:

g. Wimbledon Venture reserves the right to construct a path, trail or walkway in and over the area, or any part thereof, dedicated for such purpose and as a greenbelt area in Paragraph 2 hereof, 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.

h. Wimbledon Venture reserves the right at any time, and from time to time, hereafter to promulgate and impose restrictions (as well as vary and amend any such restrictions) as to all or any portion of the unrestricted areas of the Subdivision designated on the aforesaid plat as Reserve "A". Any such action by Wimbledon Venture shall not, in order to be fully binding, require the joinder of any other person, whether such person be an owner of property in the Subdivision, a lienholder, a mortgagee, a Deed of Trust beneficiary or any other person.

i. Wimbledon Venture reserves the right to Further dedicate the greenbelt area, walkway, pedal bicycle trail, and bridle path hereby dedicated to the residents of the Subdivision and any other section or area administered hereunder to the use of the public, provided that such dedication would result in said area being considered as exempt or free from ad valorem taxation by one or more taxing authorities.

Duration

4. The provisions 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 lots in 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 the 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

5. 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 of 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

6. 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 provision hereof which was not thereby held invalid; and such other 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
on Mortgagees

7. 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 provisions herein contained, including said Reservations, Restrictions and Covenants.

II

Architectural Control

Basic 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 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 Standards 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 Section 2 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 Section 2 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 Section 2 and all other sections 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 Section 2 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 each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

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.

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 elections, 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 unreasonably long (in the exclusive judgment of the Board of Directors of each of the joint venturers), then the Board of Directors of each of the joint venturers, 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, 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. Said Minimum Standards shall not be applicable to Reserves "A" of the Subdivision or improvements thereon.

4. Approval or disapproval as to architectural control matters and compliance with Minimum Standards as set forth in the preceding provisions 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 building 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 one (1) detached single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other approved covered car parking facility) 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 (including but not limited to an attached or detached carport) may be erected or maintained without the prior written consent of the Committee. For purposes of this instrument, the word "lot" shall not be deemed to include Reserves "A"

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or any part thereof, shown on the aforesaid plat of the
Subdivision.

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 be not less than two thousand two hundred (2,200) square feet for either a one- or two-story dwelling. The exterior materials of the main residential structure (upper and lower levels) and any attached garage (or other attached car parking facility approved by the Committee) shall be not less than fifty-one percent (51%) masonry. A detached garage (or other detached car parking facility approved by the Committee) may be of wood.

3. A lot shall be deemed to "front" on the street parallel to the deepest building set-back line applicable to such lot as shown on the aforesaid plat. No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building set-back line shown on the recorded plat. No building shall be located on any lot nearer than five (5) feet to an interior side lot line, except that a detached garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior side lot line. For the purpose of this covenant, eaves,

steps and unroofed terraces shall not be considered as part of a building; provided, however, this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

No garage located closer than sixty-five (65) feet to the front property line of a lot shall face and open at less than a ninety degree (90°) angle to such front property line. No garage which opens toward a side street shall face and open at less than a ninety degree (90°) angle to such side street, except as to garages on the following lots which may open toward the side street on which they are situated:

<u>Lot</u>	<u>Block</u> <u>(Section 2)</u>
16	15
1	16
15	16
7	17
8	17
15	17
15	18
1	19
12	19
1	20

4. 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 lot lines as indicated on the recorded plat. Any such com-

posite building site must have a 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 eight thousand four hundred (8,400) square feet in area (and this shall supersede any contrary provision in the Subdivision plat or replat). 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 seventy (70) feet, except a numbered lot shown on the plat of the Subdivision as having less street frontage than seventy (70) feet.

5. 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 nor for church purposes. As indicated heretofore, Reserves "A," "B," and "C" are not deemed a lot hereunder and are expressly reserved and excepted from the provisions hereof.

6. 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, except field offices, as hereinafter provided, may be established.

Until Wimbledon Venture and the builders to whom it sells or contracts to sell lots have sold all other lots in the Subdivision (and during the progress of construction of residences in the Subdivision), Wimbledon Venture may permit temporary field offices for construction, sales and related purposes to be located and maintained by Wimbledon Venture and (with Wimbledon Venture's approval) said builders and/or their sales agents. The location of such field offices may be changed from time to time, as lots are sold. Such rights to maintain such field offices (or permit such field office to be maintained) shall cease when directed by Wimbledon Venture and in any case no later than the time at which all lots in the Subdivision and each other section or area being administered hereunder, except the lot upon which such field office is located, have been sold.

7. 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.

8. 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.

No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on or near the interior lot line) shall be more than six (6) feet high.

Wimbledon Venture may at its option cause a fence 5 feet in height of the shadow box design, as in Section I, to be installed and maintained on the rear property lines of the following lots: Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Block 13 Lots 1, 6, 7, 8, 9, 10, 11, 12 and 13 of Block 15 (being the lots backing up to the greenbelt area dedicated by the provisions of Section I.2 hereof), and in such event no other parallel fence shall be located nearer than fifteen (15) feet to said rear property line.

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 twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

9. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to the greenbelt, parks, playgrounds or other facilities where the rear yard or portion of the

lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

10. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of 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. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Boats, trailers, motor homes, trucks, recreational or business vehicles (other than automobiles), and inoperative vehicles of any kind are to be stored in a location no closer to the street than the front building set-back line, or in the case of a corner lot the side building line facing the street, and shall be hidden from view by the garage or a fence. 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 a lot or lots.

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 receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

11. 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 the 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.

12. 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.

13. No outside aerial, pole or other device shall project above the highest ridge of the house by more than five (5) feet.

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

15. Notwithstanding any other provision hereof, Wimbledon Venture shall have the right to erect a wall, screen, fence, hedge or landscaped area along all or any portion of any boundary of Reserves "A".

16. The greenbelt area dedicated herein shall be used only for the purpose of erecting and maintaining landscaped areas, trails for walking, jogging, pedal bicycling and horseback riding. No motorized bicycles or cycles of any kind, motorized carts or other vehicles may be operated within said area except the Committee may permit electrically operated golf carts. The Committee shall have the right to restrict certain areas or portions of said greenbelt area to one or more of the above uses.

17. 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.

IV

MAINTENANCE FUND

1. Each residential lot (or residential building site) in the Subdivision, other than those owned by Wimbledon Venture, or those lots acquired by Center Savings Association (lien holder), its successors or assigns, shall be and is hereby made subject to annual maintenance charge of not more than fifteen (15) mills per square foot of lot area (or residential building site) therein contained, unless increased by the Corporation as provided for in Article V hereof. Wimbledon Venture shall in its sole discretion make contributions to the Maintenance Fund, or make expenditures for maintenance within the Subdivision, as it deems necessary or appropriate, but no

lots or other property owned by Wimbledon Venture in the Subdivision shall be subject to an annual maintenance charge or any other assessment for maintenance pursuant to the provisions hereof.

2. The maintenance charge referred to shall be used to create a fund to be 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, 1976.

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 judgment 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 greenbelt 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; constructing, repairing and maintaining the aforesaid wall or screen or fence along the permitted boundaries (hereinaabove stated) of Reserves "A," and other areas; 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 Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of Wimbledon Venture or the Corporation with respect thereto shall be final, so long as made in good faith.

5. In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved 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 of 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. Wimbledon Venture may at any time hereafter and shall in any event upon the selection of the Committee pursuant to Section II 2.6 hereof, cause a non-profit corporation ("the Maintenance Corporation") to be 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 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 fifteen (15) mills per square foot of lot area contained in Section 2 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 a 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 the Maintenance Corporation provided for herein by expressly providing in such restrictions for the enforcement and administration thereof 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.

VIII

Modifications

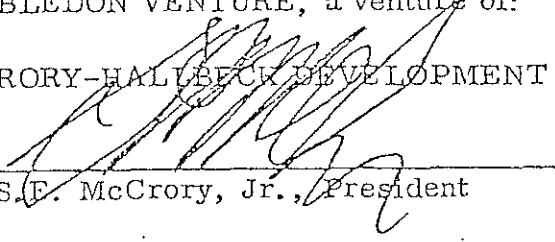
Wimbledon Venture and the Committee are hereby authorized to modify, amend, and supplement any of the terms, conditions and provisions of the Reservations, Restrictions and Covenants, as the same may have already been amended or modified, by executing and filing for record in the appropriate records of Harris County, Texas, a document containing such modifications amendments, or supplemental provisions. Said modification, amendment or 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 24TH day of AUGUST, 1976.

WIMBLEDON VENTURE, a venture of:

McCRORY-HALLBECK DEVELOPMENT CO., INC.

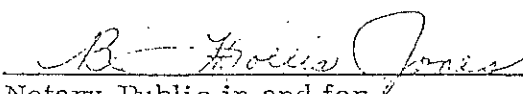
By

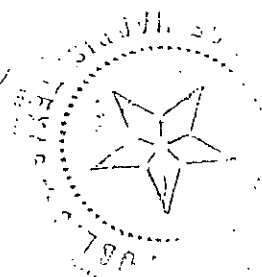

S.E. McCrory, Jr., President

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.

GIVEN under my hand and seal of office this the 24th day of August, 1976.


Notary Public in and for
Harris County, Texas
B. Hollis Jones



LIENHOLDER'S
CONSENT AND JOINDER

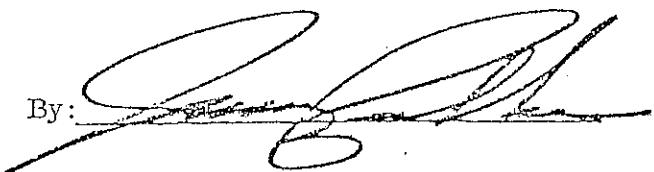
147-19-2132

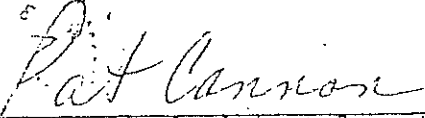
THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS X

That the undersigned, Center Savings Association, being the beneficiary
of a Deed of Trust of Wimbledon Venture,
recorded at 137-06-2099 of the Harris
County, Texas, Mortgage Records, under Clerk's file number E 704935
does hereby, in all respects, approve, adopt, ratify and confirm all of the above
and foregoing Reservations, Restrictions, Covenants and other foregoing provisions
and does hereby join in the execution thereof and agree that same shall in all
respects be binding upon the undersigned and the successors and assigns of the
undersigned in all respects and upon the land thereby affected, notwithstanding
any foreclosure of said Deed of Trust or any other lien in favor of the undersigned.

EXECUTED at Houston, Texas, on this the 26TH day of

August, 1976.

By: 

ATTEST: 

Pat Cannon

Assistant Secretary