

P812065

RITAGE TITLE COMPANY

095-69-0594

CF#820100KLW

DECLARATION OF RESERVATIONS,
RESTRICTIONS, COVENANTS AND CONDITIONS
FOR WIMBLEDON FOREST, SECTION THREE

04/19/94 09102904 P812065 \$ 40.00

THIS DECLARATION, made as of the date hereinafter set forth by B & A REALTY,
INC. ("Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the approximately 4.138 acre tract of land in Harris County, Texas, more particularly described in Exhibit "A" attached hereto and which is detailed in the Subdivision Plat (as hereinafter defined) of WIMBLEDON FOREST, SECTION THREE (3), consisting of nine (9) Lots, filed under Harris County Film Code No. 359073, (the "Subdivision"); and

WHEREAS, it is the desire of Declarant to provide for the preservation of the property values in the Subdivision and, to this end, to subject the Lots (as hereinafter provided) therein to the reservations, restrictions, covenants and conditions hereinafter set forth for the benefit of the Lots and all present and future owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Lots in the Subdivision shall be held, sold and conveyed subject to the following reservations, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said lots or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I

GENERAL PROVISIONS

Applicability

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, covenants and conditions 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 street and roads shown on the recorded Plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

3. (a) The utility easements shown on the recorded Subdivision 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 Declarant 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 and cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which Declarant may find necessary or proper.

(b) The title conveyed to any property in the Subdivision shall not be held or constructed to include the title to the water, gas, electricity, telephone, cable, storm or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by Declarant or public utility companies upon, under, along, across or through such public utility easements; and the right (but not the obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to Declarant, its successors and assigns.

(c) The right to sell or lease such systems, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to Declarant, its successors and assigns.

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

(e) Neither Declarant, nor his 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 served by said utility easements.

(f) Right of use of all easements for ingress and egress shall be had at all times, including, without limitation, use for the installation, operation, maintenance, repair or

removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

Duration

4. The provisions hereof, including the reservations, restrictions, covenants and conditions herein set forth, shall run with the land and shall be binding upon Declarant, its successors and assigns, and all persons or parties claiming under 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 the period of thirty-five (35) years or any successive ten (10) years, the then owners of a majority of the Lots in the Subdivision shall have executed and recorded an instrument modifying or revoking the provisions hereof, in whole or in part. The provisions of any such instrument shall 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, covenants and conditions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive or mandatory in nature, commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of a 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 Declarant or for any person, persons or association of persons owning or representing owners of property or association of persons owning or representing owners of property in the Subdivision or other section or area administered hereunder to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of such provisions.

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Partial Invalidity

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

Effect of Violations
on Mortgages

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, nor shall such violation otherwise effect the rights of the mortgagee under any such mortgage, or the holder of any such lien or the 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 to the provisions of these reservations, restrictions, covenants and conditions.

II

ARCHITECTURAL CONTROL

Basic Rule

1. No building or other improvements of any character shall be erected or placed, 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 of such building or other improvements and a plat showing the location thereof. If type of material and colors of the exterior are not included in the specifications originally submitted, the Committee (as hereinafter provided) shall have the continuing right, for a period ending thirty (30) days after the submission of the application for approval 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 shall be required as permitted in the foregoing sentence, based on matters of compliance with the provisions of this instrument, the Minimum Standards (as hereinafter provided) set pursuant to Paragraph 3 of this

Section II and the 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 _____, who together shall constitute the original members of the Architectural Control Committee (the "Committee") for Section Three (3) and shall serve until the occurrence of the event specified in Paragraph 2(b) 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 to serve the remaining members of the Committee shall fill the vacancy by appointment for the unexpired term of such member. Provided, however, that at least the Board of Directors of the Association or its designated representative.

(b) Within six (6) months after the sale of all of the Lots in the subdivision (and any other subdivision or area subject to maintenance charge by the Association) has been consummated by Declarant, the owners of the Lots on which a residence has been completed and occupied shall select the member of the Committee at a meeting called by Declarant as provided below. All such members of the Committee so selected must be owners of property in Section Three (3) or such other subdivision or area subject to maintenance charge by the Association. Each owner of a Lot 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 Lot contained within such building site.

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

Votes of property owners shall be evidenced by written ballot furnished by Declarant or the Committee and the 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 each such election and any removal or replacement of any member of the Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged on behalf of Declarant or by majority of the then eligible property owners voting in such election.

After the first such election shall have been held, 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 the members of the Committee when so requested in writing by ten (10) or more property owners who are eligible to vote pursuant to the foregoing provisions. Members of the Committee may, at any time, be relieved of their positions and substitute members may be 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 with respect to setting and conducting elections, counting votes, determining and evidencing such result or naming successors to serve on the Committee, and such failure or refusal continues for a period which is unreasonably long, then the Declarant may validly perform such function.

(c) The members of the Committee shall be entitled to reimbursement for reasonable expenses incurred as may, from time to time, be authorized or approved by the Board of Directors of the Association. All such sums payable for reimbursement shall be payable only out of the "Maintenance Fund" (as hereinafter provided.)

Minimum Standards

3. The Committee shall adopt and publish detailed standards and specifications (the "Minimum Standards") for residences and improvements related to such residences which may be supplemental hereto in controlling and regulating the construction, maintenance and alteration of and additions to such residences and improvements related to such residences. The Minimum Standards may be amended, supplemented and revised from time to time by the Committee. The 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 the 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 the plans and specifications and the 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 or other improvements may be commenced and shall be deemed to be 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; provided, however, such approval shall not constitute a waiver or an estoppel, either as to the persons expressing such approval or any other person, 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. Furthermore, 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 and one-half (2-1/2) stories in height and a private garage (or other approved covered car parking facility) for not more than four (4) automobiles and 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, without limitation, brick, wood, roofing materials, plaster and concrete, shall be approved by the Committee. Furthermore, 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, including, without limitation, an attached or detached carport may be erected or maintained without the prior written consent of the Committee.
2. The living area of the main residential structure (exclusive of porches, whether or not screened, garage or other car parking facility, terraces, driveways and servant's quarters) shall be not less than three thousand (3,000) square feet for either a one (1) or two (2) story dwelling. The exterior materials of the main residential structure (upper and lower levels) and any attached garage) or other approved car parking facility) 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 constructed of wood.
3. A Lot shall be deemed to "front" on the street parallel to the deepest building setback line applicable to such Lot as shown on the aforesaid plat. No building shall be located on any Lot nearer to the front property line or nearer to the street side property line than the minimum building setback line shown on the recorded Subdivision Plat. No building shall be located on any Lot nearer than five (5) feet to an interior side property line, except that a detached garage (including a porte-cochere) located sixty-five (65) feet or more from the front property line may be a minimum distance of three (3) feet from an interior side property line. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as

part of a building; provided, however, this exception shall not be construed to permit any portion of a building to encroach upon another Lot.

No garage located closer than forty-five (45) 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</u>
1	1	3
1	2	3
5	2	3

4. Any owner of one (1) or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which case the set-back line shall be measured from the resulting side property lines rather than from the property lines as indicated on the Subdivision Plat. Any such composite 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 the 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. This provision shall supersede any contrary provisions in the Subdivision Plat. Any modification of a building site such as changing such building site from either a single Lot building site or from a multiple whole Lot building site, whether as the 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 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 or building site with less street frontage than seventy (70) feet, except a numbered Lot shown on the Subdivision Plat as having less street frontage than seven (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 may be used for the operation of a boarding or rooming house or a residence for transients. No Lot in the Subdivision shall be used for any commercial business or professional purpose nor for church proposes or treatment facilities for unrelated individuals who are engaged in treatment, therapy or training with respect to previous or continuing criminal activities or convictions, alcohol or drug dependency or physical or mental handicaps. Leasing a Lot for single family residential use shall not be considered a commercial or professional use.

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 such structure is completely hidden from view by the garage or a fence; provided, however, temporary offices may be placed upon a Lot as hereinafter provided.

Until Declarant and the builders to whom he sells or contracts to sell Lots have sold all Lots in the Subdivision (and during the progress of construction of residences in the Subdivision), temporary offices for sales and related purposes located and maintained by builders and their sales agents may be permitted, subject to Declarant's approval. The location of such temporary offices may be changed from time to time as Lots are sold. The right to maintain such temporary offices (or permit such temporary offices to be maintned) shall cease when directed by Declarant 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 Lots upon which such temporary office may be 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, bread or maintained for commercial purposes and provided they do not constitute a nuisance. No 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 property line than the front building set-back line, nor on corner Lots nearer to the side property line than the building set-back line parallel to the side street. No chain link or similar fence may be erected or maintained on any Lot or property line.

No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior property line (or located on or near the interior property line) shall be more than seven (7) feet high.

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 or streets or adjacent to any greenbelts, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain adequate planting or fencing to screen drying clothes from public view.

10. All Lots and any improvements or structures thereon shall be kept 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 other than for normal residential purposes or incident to construction or improvements thereon as herein permitted. Furthermore, no owner shall permit the accumulation of garbage, trash or rubbish of any kind thereon, nor burn any garbage, trash or rubbish on any Lot. All clothes lines, yard equipment or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots, streets or other property. Boats, trailers, motor homes, trucks and recreational or business 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 any of the above requirements, and such default shall continue after ten (10) days' written notice of such default has been given, the Association may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize others to enter upon) said Lot to do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition, and the association may charge the owner or occupant of such Lot for the reasonable expense incurred to insure such compliance. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such charges immediately upon receipt thereof; provided, 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 the Committee and any such approval which is granted by the committee may be withdrawn at any time by the Committee, in which event the party granted such permission shall, within the period designated by the Committee, which in no event shall be less than five (5) days, thereupon remove the 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 Association 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 claim by reason of the disposition thereof.

12. The digging and removal of dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping or construction on such Lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead, diseased, damaged or unsightly trees which may create a hazard to property or persons on any Lot.

13. No exterior antenna, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained on any Lot, without the prior written approval of the Committee in accordance with the Minimum Standards adopted by the Committee.

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

15. The owner of each Lot shall maintain a curbside mailbox encased in brick, the color of which shall match the brick exterior of the improvements located thereon. Each mailbox stand shall provide for an address plate and a keystone as previously designed by Declarant.

IV

MAINTENANCE FUND

1. Each residential Lot (or residential building site) other than those owned by Declarant shall be and is hereby made subject to an annual maintenance charge of not more than fifteen (15) mills per square foot of area of each Lot or residential building site therein contained, unless increased by the Association as provided for in Article V hereof. No Lots or other property owned by Declarant in the Subdivision shall be subject to an annual maintenance charge or any other maintenance assessment 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 10 of each year, beginning in January, 1994.

3. The exact amount of each maintenance charge will be determined by the Association 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 the Association.

4. The maintenance charges collected shall be paid to the Association to be held and used for the benefit of all owners in the Subdivision and any other sections or areas administered by the Association, so long as such sections or areas are subject to a similar maintenance charge. Such maintenance charge may be expended by the Association for any purpose which, in the judgment of the Association, will be most effective in maintaining the property values in the

Subdivision and such other sections or areas, including, without limitation: providing for the lighting, improving and maintaining of the streets and roads in the Subdivision and such other sections or areas; constructing sidewalks; collecting and disposing of garbage, ashes or other refuse; employing policemen and/or watchmen; caring for vacant Lots and trees thereon; fogging or spraying and maintaining the aforesaid walls, screens, fences or plantings along other sections or areas; maintaining the entrance walls; providing for the enforcement of the provisions of this instrument, including the aforesaid reservations, restrictions, covenants and conditions; reimbursing members of the Board of Directors of the Association (but not Declarant) and member of the Committee for services performed by such Board and Committee members incident to their duties hereunder; providing for the maintenance, operation or repair 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 and all things necessary or desirable, in the opinion of the Association, 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 decisions of the Association with respect thereto shall be final, so long as such decisions are made in good faith.

5. All sums assessed in the manner provided for herein, together with late charges, interest and the cost of collection, including attorney's fees, shall be secured by the lien granted and created herein on the Lot covered by such maintenance charge in favor of the Association. This lien shall be superior to all other liens and charges against said Lot, except for tax liens and liens, for all sums unpaid on any deed of trust lien of record, whether or not recorded after these restrictive covenants, which liens for such purposes shall be superior to the maintenance charge lien herein provided with the understanding that maintenance charges subsequent to a foreclosure of such a superior lien shall continue to bind the mortgaged property and be secured by a maintenance charge lien as herein provided. The Association shall have the right to subordinate the maintenance charge lien to any other lien, such right being entirely within the discretion of the Association.

In addition to the right of the Association to enforce the maintenance charge or any other charges levied hereunder, the Association may file a claim or lien against the Lot of any delinquent owner by recording a notice ("Notice of Lien") in the Official Public Records of Real Property of Harris County, Texas, setting forth (a) the amount of the claim of delinquency, b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien, to the extent of all amounts owing, shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien, to the extent of amounts paid, upon payment by the owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

The maintenance charge lien may be enforced by foreclosure of the defaulting owner's Lot in accordance with the provisions applicable to the exercise of powers of sale, as set forth in Section 51002 et seq, of the Texas Property Code (the "Code") or in any manner permitted by law. Each owner, by accepting a deed to his Lot or other instrument of conveyance therefor, expressly grants to the Association a power of sale, as set forth in the Code in connection with the maintenance lien. The Association, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of the Code and said power of sale, shall designate in writing a trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such sale. The trustee may be removed at any time by the Association by means of a written instrument executed by an officer or any member of the Board. In any such foreclosure, the owner shall be required to pay the reasonable costs and expenses of such proceeding, the reasonable costs and expenses for filing the notice or claim or lien and all reasonable attorneys' fees. The Association shall have the power to bid at the foreclosure sale and acquire, hold, lease, mortgage and convey the property so purchased at such sale.

095-69-0609

6. The provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or times provided for in this Declaration.

V

WIMBLEDON ESTATES HOMEOWNERS ASSOCIATION, INC.

1. Wimbledon Estates Homeowners Association, Inc. has heretofore been organized and formed as a non-profit corporation under the laws of the State of Texas. The Association has approved this Declaration as evidenced by their signature of its duly authorized representative set forth below. The Declarant may delegate any rights, duties or obligations he has under this Declaration to the Association and any such delegation of authority and duties upon acceptance by the Association shall serve to automatically release Declarant from further liability with respect thereto and vest such duties and prerogatives in the Association. Any such delegation shall be evidenced by an instrument placed of record in the Official Public Records of Real Property of Harris County, Texas and joined in by Declarant and the Association 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. The limit of fifteen (15) mills per square foot of lot area or building site area contained in Wimbledon Forest Section Three (3) hereinabove may be increased from time to time by an affirmative vote of a majority of the Board of Directors of the Association at a meeting held in accordance with the by-laws of the Association, 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

With the approval of the Board of Directors of the Association, Declarant may from time to time impose restrictions on other sections or areas of land of Declarant adjoining the Subdivision (as well as vary and amend any such restrictions) and cause such restrictions to be enforced and any Maintenance Fund provided for therein to be administered by the Committee and the Association provided for herein by expressly providing in such restrictions for the

enforcement and administration thereof. 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 insure to the benefit of the Declarant and the owners of the land affected and their respective heirs, executors, administrators, successors and assigns.

VIII

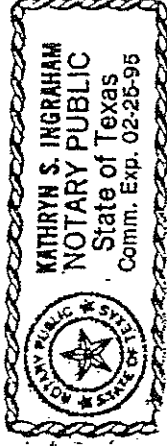
MODIFICATIONS

Declarant and the Association are hereby jointly authorized to modify, amend and supplement any of the terms, conditions and provisions of these reservations, restrictions, covenants and conditions as the same may have already been amended or modified, by executing and filing for record in the Official Public Records of Real Property of Harris County, Texas, a document containing such modifications, amendments or supplemental provisions. Said modification, amendment or supplemental provisions shall be effective as of the date of the filing of record of such document.

WITNESS our hands at Houston, Texas, on this the 14th day of April, 1993.

DECLARANT:
B & A REALTY, INC.

By: [Signature]
Name: MONTE B. SCHAEFER
Title: MANAGER



THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of April, 1993, by MONTE B. SCHAEFER, President of B & A REALTY, INC., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public

FILED
94 APR 19 PM 3:11
COUNTY CLERK
HARRIS COUNTY, TEXAS

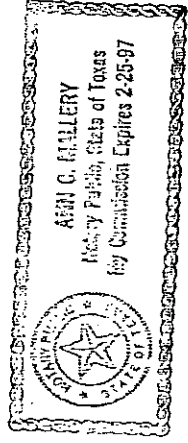
WIMBLEDON ESTATES HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Name: John M. Killian
Title: PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of April, 1993, by John M. Killian, President of WIMBLEDON ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Ann C. Mallery
Notary Public

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED AND UNENFORCEABLE UNDER FEDERAL LAW.
THE 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

APR 19 1994



Beverly L. Torgerson
COUNTY CLERK
HARRIS COUNTY, TEXAS

(Hold) Heritage Title Co.

P812065

HERITAGE TITLE COMPANY

095-69-0594

CF#820100KLW

DECLARATION OF RESERVATIONS,
RESTRICTIONS, COVENANTS AND CONDITIONS
FOR WIMBLEDON FOREST, SECTION THREE

84/19/94 09102904 P812065 \$40.00

THIS DECLARATION, made as of the date hereinafter set forth by B & A REALTY, INC. ("Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the approximately 4.138 acre tract of land in Harris County, Texas, more particularly described in Exhibit "A" attached hereto and which is detailed in the Subdivision Plat (as hereinafter defined) of WIMBLEDON FOREST, SECTION THREE (3), consisting of nine (9) Lots, filed under Harris County Film Code No. 359073, (the "Subdivision"); and

WHEREAS, it is the desire of Declarant to provide for the preservation of the property values in the Subdivision and, to this end, to subject the Lots (as hereinafter provided) therein to the reservations, restrictions, covenants and conditions hereinafter set forth for the benefit of the Lots and all present and future owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Lots in the Subdivision shall be held, sold and conveyed subject to the following reservations, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said lots or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I

GENERAL PROVISIONS

Applicability

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, covenants and conditions 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 street and roads shown on the recorded Plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

3. (a) The utility easements shown on the recorded Subdivision 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 Declarant 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 and cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which Declarant may find necessary or proper.

(b) The title conveyed to any property in the Subdivision shall not be held or constructed to include the title to the water, gas, electricity, telephone, cable, storm or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by Declarant or public utility companies upon, under, along, across or through such public utility easements; and the right (but not the obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to Declarant, its successors and assigns.

(c) The right to sell or lease such systems, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to Declarant, its successors and assigns.

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

(e) Neither Declarant, nor his 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 served by said utility easements.

(f) Right of use of all easements for ingress and egress shall be had at all times, including, without limitation, use for the installation, operation, maintenance, repair or

removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

Duration

4. The provisions hereof, including the reservations, restrictions, covenants and conditions herein set forth, shall run with the land and shall be binding upon Declarant, its successors and assigns, and all persons or parties claiming under 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 the period of thirty-five (35) years or any successive ten (10) years, the then owners of a majority of the Lots in the Subdivision shall have executed and recorded an instrument modifying or revoking the provisions hereof, in whole or in part. The provisions of any such instrument shall 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, covenants and conditions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive or mandatory in nature, commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of a 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 Declarant or for any person, persons or association of persons owning or representing owners of property or association of persons owning or representing owners of property in the Subdivision or other section or area administered hereunder to prosecute any proceeding 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 to be invalid, whether by reason or abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which were not thereby held invalid; and such other provisions, including the restrictions, reservations, covenants and conditions herein contained, shall remain in full force and effect and shall be binding in accordance with their terms.

Effect of Violations on Mortgages

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, nor shall such violation otherwise effect the rights of the mortgagee under any such mortgage, or the holder of any such lien or the 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 to the provisions of these reservations, restrictions, covenants and conditions.

II

ARCHITECTURAL CONTROL

Basic Rule

1. No building or other improvements of any character shall be erected or placed, 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 of such building or other improvements and a plat showing the location thereof. If type of material and colors of the exterior are not included in the specifications originally submitted, the Committee (as hereinafter provided) shall have the continuing right, for a period ending thirty (30) days after the submission of the application for approval 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 shall be required as permitted in the foregoing sentence, based on matters of compliance with the provisions of this instrument, the Minimum Standards (as hereinafter provided) set pursuant to Paragraph 3 of this

Section II and the 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 _____, who together shall constitute the original members of the Architectural Control Committee (the "Committee") for Section Three (3) and shall serve until the occurrence of the event specified in Paragraph 2(b) 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 to serve the remaining members of the Committee shall fill the vacancy by appointment for the unexpired term of such member. Provided, however, that at least the Board of Directors of the Association or its designated representative.

(b) Within six (6) months after the sale of all of the Lots in the subdivision (and any other subdivision or area subject to maintenance charge by the Association) has been consummated by Declarant, the owners of the Lots on which a residence has been completed and occupied shall select the member of the Committee at a meeting called by Declarant as provided below. All such members of the Committee so selected must be owners of property in Section Three (3) or such other subdivision or area subject to maintenance charge by the Association. Each owner of a Lot 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 Lot contained within such building site.

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

Votes of property owners shall be evidenced by written ballot furnished by Declarant or the Committee and the 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 each such election and any removal or replacement of any member of the Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged on behalf of Declarant or by majority of the then eligible property owners voting in such election.

After the first such election shall have been held, 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 the members of the Committee when so requested in writing by ten (10) or more property owners who are eligible to vote pursuant to the foregoing provisions. Members of the Committee may, at any time, be relieved of their positions and substitute members may be 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 with respect to setting and conducting elections, counting votes, determining and evidencing such result or naming successors to serve on the Committee, and such failure or refusal continues for a period which is unreasonably long, then the Declarant may validly perform such function.

(c) The members of the Committee shall be entitled to reimbursement for reasonable expenses incurred as may, from time to time, be authorized or approved by the Board of Directors of the Association. All such sums payable for reimbursement shall be payable only out of the "Maintenance Fund" (as hereinafter provided.)

Minimum Standards

3. The Committee shall adopt and publish detailed standards and specifications (the "Minimum Standards") for residences and improvements related to such residences which may be supplemental hereto in controlling and regulating the construction, maintenance and alteration of and additions to such residences and improvements related to such residences. The Minimum Standards may be amended, supplemented and revised from time to time by the Committee. The 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 the 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 the plans and specifications and the 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 or other improvements may be commenced and shall be deemed to be 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; provided, however, such approval shall not constitute a waiver or an estoppel, either as to the persons expressing such approval or any other person, 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. Furthermore, 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 and one-half (2-1/2) stories in height and a private garage (or other approved covered car parking facility) for not more than four (4) automobiles and 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, without limitation, brick, wood, roofing materials, plaster and concrete, shall be approved by the Committee. Furthermore, 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, including, without limitation, an attached or detached carport may be erected or maintained without the prior written consent of the Committee.
2. The living area of the main residential structure (exclusive of porches, whether or not screened, garage or other car parking facility, terraces, driveways and servant's quarters) shall be not less than three thousand (3,000) square feet for either a one (1) or two (2) story dwelling. The exterior materials of the main residential structure (upper and lower levels) and any attached garage) or other approved car parking facility) 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 constructed 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 property line or nearer to the street side property line than the minimum building set-back line shown on the recorded Subdivision Plat. No building shall be located on any Lot nearer than five (5) feet to an interior side property line, except that a detached garage (including a porte-cochere) located sixty-five (65) feet or more from the front property line may be a minimum distance of three (3) feet from an interior side property line. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as

part of a building; provided, however, this exception shall not be construed to permit any portion of a building to encroach upon another Lot.

No garage located closer than forty-five (45) 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</u>
1	1	3
1	2	3
5	2	3

4. Any owner of one (1) or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which case the set-back line shall be measured from the resulting side property lines rather than from the property lines as indicated on the Subdivision Plat. Any such composite 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 the 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. This provision shall supersede any contrary provisions in the Subdivision Plat. Any modification of a building site such as changing such building site from either a single Lot building site or from a multiple whole Lot building site, whether as the 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 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 or building site with less street frontage than seventy (70) feet, except a numbered Lot shown on the Subdivision Plat as having less street frontage than seven (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 may be used for the operation of a boarding or rooming house or a residence for transients. No Lot in the Subdivision shall be used for any commercial business or professional purpose nor for church proposes or treatment facilities for unrelated individuals who are engaged in treatment, therapy or training with respect to previous or continuing criminal activities or convictions, alcohol or drug dependency or physical or mental handicaps. Leasing a Lot for single family residential use shall not be considered a commercial or professional use.

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 such structure is completely hidden from view by the garage or a fence; provided, however, temporary offices may be placed upon a Lot as hereinafter provided.

Until Declarant and the builders to whom he sells or contracts to sell Lots have sold all Lots in the Subdivision (and during the progress of construction of residences in the Subdivision), temporary offices for sales and related purposes located and maintained by builders and their sales agents may be permitted, subject to Declarant's approval. The location of such temporary offices may be changed from time to time as Lots are sold. The right to maintain such temporary offices (or permit such temporary offices to be maintained) shall cease when directed by Declarant 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 Lots upon which such temporary office may be 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 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 property line than the front building set-back line, nor on corner Lots nearer to the side property line than the building set-back line parallel to the side street. No chain link or similar fence may be erected or maintained on any Lot or property line.

No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior property line (or located on or near the interior property line) shall be more than seven (7) feet high.

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 or streets or adjacent to any greenbelts, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain adequate planting or fencing to screen drying clothes from public view.

10. All Lots and any improvements or structures thereon shall be kept 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 other than for normal residential purposes or incident to construction or improvements thereon as herein permitted. Furthermore, no owner shall permit the accumulation of garbage, trash or rubbish of any kind thereon, nor burn any garbage, trash or rubbish on any Lot. All clothes lines, yard equipment or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots, streets or other property. Boats, trailers, motor homes, trucks and recreational or business 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 any of the above requirements, and such default shall continue after ten (10) days' written notice of such default has been given, the Association may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize others to enter upon) said Lot to do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition, and the association may charge the owner or occupant of such Lot for the reasonable expense incurred to insure such compliance. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such charges immediately upon receipt thereof; provided, 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 the Committee and any such approval which is granted by the committee may be withdrawn at any time by the Committee, in which event the party granted such permission shall, within the period designated by the Committee, which in no event shall be less than five (5) days, thereupon remove the 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 Association 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 claim by reason of the disposition thereof.

12. The digging and removal of dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping or construction on such Lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead, diseased, damaged or unsightly trees which may create a hazard to property or persons on any Lot.

13. No exterior antenna, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained on any Lot, without the prior written approval of the Committee in accordance with the Minimum Standards adopted by the Committee.

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

15. The owner of each Lot shall maintain a curbside mailbox encased in brick, the color of which shall match the brick exterior of the improvements located thereon. Each mailbox stand shall provide for an address plate and a keystone as previously designed by Declarant.

IV

MAINTENANCE FUND

1. Each residential Lot (or residential building site) other than those owned by Declarant shall be and is hereby made subject to an annual maintenance charge of not more than fifteen (15) mills per square foot of area of each Lot or residential building site therein contained, unless increased by the Association as provided for in Article V hereof. No Lots or other property owned by Declarant in the Subdivision shall be subject to an annual maintenance charge or any other maintenance assessment 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 10 of each year, beginning in January, 1994.

3. The exact amount of each maintenance charge will be determined by the Association 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 the Association.

4. The maintenance charges collected shall be paid to the Association to be held and used for the benefit of all owners in the Subdivision and any other sections or areas administered by the Association, so long as such sections or areas are subject to a similar maintenance charge. Such maintenance charge may be expended by the Association for any purpose which, in the judgment of the Association, will be most effective in maintaining the property values in the

Subdivision and such other sections or areas, including, without limitation: providing for the lighting, improving and maintaining of the streets and roads in the Subdivision and such other sections or areas; constructing sidewalks; collecting and disposing of garbage, ashes or other refuse; employing policemen and/or watchmen; caring for vacant Lots and trees thereon; fogging or spraying and maintaining the aforesaid walls, screens, fences or plantings along other sections or areas; maintaining the entrance walls; providing for the enforcement of the provisions of this instrument, including the aforesaid reservations, restrictions, covenants and conditions; reimbursing members of the Board of Directors of the Association (but not Declarant) and member of the Committee for services performed by such Board and Committee members incident to their duties hereunder; providing for the maintenance, operation or repair 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 and all things necessary or desirable, in the opinion of the Association, 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 decisions of the Association with respect thereto shall be final, so long as such decisions are made in good faith.

5. All sums assessed in the manner provided for herein, together with late charges, interest and the cost of collection, including attorney's fees, shall be secured by the lien granted and created herein on the Lot covered by such maintenance charge in favor of the Association. This lien shall be superior to all other liens and charges against said Lot, except for tax liens and liens, for all sums unpaid on any deed of trust lien of record, whether or not recorded after these restrictive covenants, which liens for such purposes shall be superior to the maintenance charge lien herein provided with the understanding that maintenance charges subsequent to a foreclosure of such a superior lien shall continue to bind the mortgaged property and be secured by a maintenance charge lien as herein provided. The Association shall have the right to subordinate the maintenance charge lien to any other lien, such right being entirely within the discretion of the Association.

In addition to the right of the Association to enforce the maintenance charge or any other charges levied hereunder, the Association may file a claim or lien against the Lot of any delinquent owner by recording a notice ("Notice of Lien") in the Official Public Records of Real Property of Harris County, Texas, setting forth (a) the amount of the claim of delinquency, b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien, to the extent of all amounts owing, shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien, to the extent of amounts paid, upon payment by the owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

The maintenance charge lien may be enforced by foreclosure of the defaulting owner's Lot in accordance with the provisions applicable to the exercise of powers of sale, as set forth in Section 51002 et seq, of the Texas Property Code (the "Code") or in any manner permitted by law. Each owner, by accepting a deed to his Lot or other instrument of conveyance therefor, expressly grants to the Association a power of sale, as set forth in the Code in connection with the maintenance lien. The Association, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of the Code and said power of sale, shall designate in writing a trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such sale. The trustee may be removed at any time by the Association by means of a written instrument executed by an officer or any member of the Board. In any such foreclosure, the owner shall be required to pay the reasonable costs and expenses of such proceeding, the reasonable costs and expenses for filing the notice or claim or lien and all reasonable attorneys' fees. The Association shall have the power to bid at the foreclosure sale and acquire, hold, lease, mortgage and convey the property so purchased at such sale.

03J-09-0609

6. The provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or times provided for in this Declaration.

V

WIMBLEDON ESTATES HOMEOWNERS ASSOCIATION, INC.

1. Wimbledon Estates Homeowners Association, Inc. has heretofore been organized and formed as a non-profit corporation under the laws of the State of Texas. The Association has approved this Declaration as evidenced by their signature of its duly authorized representative set forth below. The Declarant may delegate any rights, duties or obligations he has under this Declaration to the Association and any such delegation of authority and duties upon acceptance by the Association shall serve to automatically release Declarant from further liability with respect thereto and vest such duties and prerogatives in the Association. Any such delegation shall be evidenced by an instrument placed of record in the Official Public Records of Real Property of Harris County, Texas and joined in by Declarant and the Association 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. The limit of fifteen (15) mills per square foot of lot area or building site area contained in Wimbledon Forest Section Three (3) hereinabove may be increased from time to time by an affirmative vote of a majority of the Board of Directors of the Association at a meeting held in accordance with the by-laws of the Association, 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

With the approval of the Board of Directors of the Association, Declarant may from time to time impose restrictions on other sections or areas of land of Declarant adjoining the Subdivision (as well as vary and amend any such restrictions) and cause such restrictions to be enforced and any Maintenance Fund provided for therein to be administered by the Committee and the Association provided for herein by expressly providing in such restrictions for the

enforcement and administration thereof. 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 insure to the benefit of the Declarant and the owners of the land affected and their respective heirs, executors, administrators, successors and assigns.

VIII

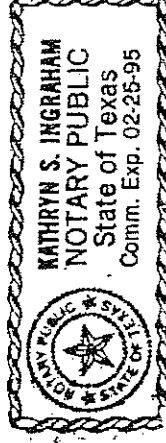
MODIFICATIONS

Declarant and the Association are hereby jointly authorized to modify, amend and supplement any of the terms, conditions and provisions of these reservations, restrictions, covenants and conditions as the same may have already been amended or modified, by executing and filing for record in the Official Public Records of Real Property of Harris County, Texas, a document containing such modifications, amendments or supplemental provisions. Said modification, amendment or supplemental provisions shall be effective as of the date of the filing of record of such document.

WITNESS our hands at Houston, Texas, on this the 14th day of April, 1993.

DECLARANT:
B & A REALTY, INC.

By: Monte B. Schaefer
Name: MONTÉ B. SCHAEFER
Title: VICE PRESIDENT



THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of April, 1993, by MONTÉ B. SCHAEFER, President of B & A REALTY, INC., a Texas corporation, on behalf of said corporation.

Kathryn S. Ingraham
Notary Public

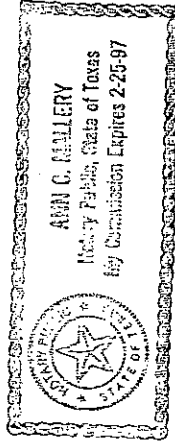
FILED
94 APR 19 PM 3: 11
COUNTY CLERK
HARRIS COUNTY, TEXAS

WIMBLEDON ESTATES HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Name: John M. Killion
Title: PRESIDENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of April, 1993, by John M. Killion, President of WIMBLEDON ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Ann C. Mallory
Notary Public

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE 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

APR 19 1994



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

(Hold) Heritage Title Co.