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BRIDGEWATER

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DECLARATION OF PROTECTIVE COVENANTS

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

MCV, INC. (herein called "Developer"), a Texas corporation, as the owner of approximately 623.5 acres of real property situated in Harris County, Texas, more fully set forth and described in Exhibit A attached hereto and hereby referred to and incorporated herein for all purposes; JOHN S. DUNN RESEARCH FOUNDATION, as the owner of 7.4 acres of real property situated in Harris County, Texas, more fully set forth and described in Exhibit A-1 attached hereto and hereby referred to and incorporated herein for all purposes; and JAMES W. CHRISTIAN, TRUSTEE, as the owner of 9.0654 acres of real property situated in Harris County, Texas, more fully set forth and described in Exhibit A-2 attached hereto and hereby referred to and incorporated herein for all purposes (said land described in Exhibits A, A-1 and A-2 hereto together with other land hereafter annexed being herein called the "Land" or "Bridgewater"), have adopted an overall plan for the orderly development of Bridgewater, and to implement such plan desire to adopt the following protective covenants which, together with any covenants and restrictions which may be contained in deeds from Developer, shall constitute covenants running with the land and shall be binding upon any purchaser, grantee or lessee of any land or building in Bridgewater and upon the respective heirs, executors, administrators, devisees, successors and assigns of each such purchaser, grantee, owner or lessee, and shall inure to the benefit of and be enforceable by Developer and, except to the extent otherwise expressly provided herein, Developer's successors and assigns, as owner or owners of any of the lands lying within Bridgewater.

1. ANNEXATION OF ADDITIONAL PROPERTIES

(a) Annexable Area. All or any part of the land described in Exhibit B attached hereto and made a part hereof (herein called the "Annexable Area"), whether or not such land is contiguous to the Land, may, at any time and from time to time within ten (10) years after the date hereof, be annexed into Bridgewater and become subject to these protective covenants in accordance with the provisions of this Section 1. Additional properties, whether or not within the Annexable Area, which are hereafter annexed into Bridgewater pursuant to the provisions hereof are herein called "Annexed Tracts".

(b) Annexation by Developer. Developer contemplates, but does not hereby warrant, covenant and represent that Developer may develop as a part of the above described Bridgewater additional tracts of land purchased or to be purchased by Developer located within the Annexable Area. Developer may, at its sole discretion and without any obligation to do so, annex any such additional tracts to Bridgewater without the approval, assent or vote of the Association or its members. Nothing contained in or inferable from this instrument shall be deemed to impose upon any other land owned or to be owned by Developer or any related entity any covenants, restrictions, easements or liens or to create any servitudes, reciprocal negative easements or other

WITNESSED: WILLIAM H. FROE

c/o ANDERSON CORP

1200 1917 Oak Grove #1800

Houston, TX 77056

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177-26-1235

interests in any such other land in favor of the owner of a tract located in Bridgewater. The annexations authorized hereby shall be made by filing of record in the Official Public Records of Real Property of Harris County, Texas, a Supplementary Declaration describing and designating such Annexed Tract(s). The execution and recordation by Developer of any such Supplementary Declaration shall constitute and effectuate the annexation of the real property described therein, making any such real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be a part of Bridgewater and all the Owners in the Annexed Tracts shall automatically be members of the Association. Although Developer shall have the ability to annex all or any portion of the Annexable Area to this Declaration and/or any other real property as provided above, Developer shall not be obligated to annex all or any portion of such real property and such real property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been executed and recorded by Developer as provided herein. Moreover, Developer reserves the right to subject any Annexed Tract to the plan of one or more separate declarations of covenants, conditions and restrictions which subjects said real property to the functions, powers and jurisdictions of an association or other entity with powers and obligations similar to the Association and which may or may not be subject to the provisions of this Declaration.

(c) Annexation by Others. Upon approval in writing of the Association pursuant to vote of the Owner(s) having two-thirds (2/3) of the Voting Rights, any person or entity (or group thereof) other than Developer, which owns and desires to add additional properties, whether or not within the Annexable Area, to the plan of this Declaration and subject such additional properties to the functions, powers and jurisdiction of the Association, may execute and record in the Office of the County Clerk of Harris County, Texas, a Supplementary Declaration annexing such additional properties into Bridgewater.

(d) Supplementary Declarations. The annexations authorized by this Declaration shall be accomplished by executing and filing of record in the office of the County Clerk of Harris County, Texas, a Supplementary Declaration of Protective Covenants for Bridgewater, or similar instrument, with respect to the Annexed Tract(s) which shall extend the plan of this Declaration to such real property. Any such Supplementary Declaration contemplated above may contain such additions, deletions and/or modifications of the covenants, conditions, restrictions, easements, liens and charges contained in this Declaration as may be necessary to reflect the different character, if any, of such annexed real property and as are not substantially inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants, conditions, restrictions, easements, liens or charges established by this Declaration, as

177-26-1236

same relate to and affect that portion of the Land previously subject to this Declaration. Further, the rate of assessment for and method of determining the assessed valuation of the Annexed Tract(s) shall not result in an assessment substantially less than that affecting the Land, unless such Annexed Tract(s) and the Owners thereof do not enjoy substantially all of the benefits provided by the Association. Any annexation made pursuant to this Declaration, when made, shall automatically extend the functions, powers and jurisdiction of the Association to the Annexed Tract(s). The funds resulting from any assessment, whether annual or special, levied against any Annexed Tract(s) may be combined with the funds collected from Owners of tracts in Bridgewater and may be used for the benefit of all property and all Owners in the manner herein provided.

2. **PLAN APPROVAL REQUIRED.** Prior to the construction, installation or alteration of any building, improvement, parking facility or other structure in Bridgewater, and prior to any planting or landscaping activity within Bridgewater or any grading, excavation, filling or similar disturbance to the surface or land in Bridgewater, two (2) complete sets of plans and specifications covering such proposed work shall be submitted to the Architectural Control Committee (as defined in Section 4) for approval, which approval shall not be unreasonably withheld. No building, structure, parking facility or landscaping shall ever be constructed, altered or placed upon any property within Bridgewater until the location, design, plans and specifications for the same shall have first been preliminarily approved by the Architectural Control Committee in writing. Final approval of the same shall be given by the Architectural Control Committee upon the completion of said building, structure, parking facility or landscaping, provided the same is in accordance with the plans and specifications preliminarily approved by the Architectural Control Committee.

If the Architectural Control Committee fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it (as evidenced by a notation on the plans and specifications noting the date received and initialed by one or more members of the Architectural Control Committee), it shall be conclusively presumed that the Architectural Control Committee has approved said plans and specifications.

The Architectural Control Committee may, from time to time, publish and promulgate Design Guidelines (herein so called), and such Guidelines shall be explanatory and illustrative of the general intent of the development of Bridgewater and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications. In any event, such Design Guidelines shall not be binding upon the Architectural Control Committee and shall not always be the basis for approval or disapproval of plans, specifications and other materials submitted to the Architectural Control Committee for approval.

Neither Developer nor any other member of the Architectural Control Committee, nor their agents, successors or assigns shall be liable in damages to anyone submitting plans for approval, or to any Owner affected by these Protective Covenants by reason of mistake in judgment, negligence or any kind or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans.

177-26-1237

or in connection with consenting or failing to consent, or approving or failing to approve any matter with respect to which Developer and/or the Architectural Control Committee may have authority under the terms hereof. Every person who submits plans to the Architectural Control Committee for approval agrees, by submission of such plans, and every Owner or lessee of any of said property agrees, by acquiring title thereto or leasehold interest therein, that they will not bring any action or suit against Developer or any member of the Architectural Control Committee, their successors and assigns, to recover any damages.

### 3. BRIDGEWATER PROPERTY OWNER'S ASSOCIATION

(a) Membership. Every person or entity who is a record owner (such owner being hereinafter referred to as an "Owner") of a fee or ground leasehold (as lessor) or undivided fee or ground leasehold interest (as lessor) in land within Bridgewater other than land which has been dedicated to a public authority for roadway, street or similar use, including contract sellers, shall hold a membership in the Bridgewater Property Owner's Association, a Texas non-profit corporation (hereinafter referred to as the "Association"). The record owner of a ground leasehold estate or interest therein, as lessor, may assign to the lessee of such ground leasehold estate or interest therein its membership hereunder, provided that such membership will revert to the record owner of the ground leasehold estate or interest upon the earlier to occur of (i) the termination of the ground leasehold estate or interest or (ii) the termination of lessee's interest in said ground leasehold estate or interest. The foregoing is not intended to include persons or entities who hold an interest in land merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of land. Ownership of land shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Land through judicial or non-judicial foreclosure shall be a member of the Association. The Association shall not be deemed a member of the Association, even though it may hold title to Land.

(b) Voting Rights. There shall be two classes of membership entitled to voting rights in the Association and they shall be as follows:

(i) Class A: All members in the Association, other than Developer, shall be considered Class A Members. Except as otherwise provided with respect to subassociations in paragraph 3(c) hereof, each Class A Member shall be entitled to one (1) vote for each one thousand (1,000) square feet of land (or major fraction thereof; that is, rounding up to the nearest thousand if such fractional square footage is fifty percent (50%) or more of 1,000 square feet) in which such member holds the ownership interest required for membership on each matter coming before the members at any meeting or otherwise, unless such member's Voting Rights have been suspended by the Board of Directors of the Association (the "Board of

177-26-1238

Directors") for failure to pay any assessment against such member's tract of the Land or for any other reason authorized herein for the suspension of voting rights of a member. When more than one person holds such ownership or ground leasehold interest in any one tract within the Land, all such persons shall be members and the vote(s) for such tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each 1,000 square feet within such tract (or major fraction thereof).

(ii) Class B: The Class B Member shall be the Developer, which shall be entitled to ten (10) votes for each one thousand (1,000) square feet of the Land (or major fraction thereof) in which it holds the interest required for membership; provided, that the Class B Membership shall cease and become converted to Class A Membership when the total votes outstanding in the Class A Membership have, for a period of one year, equalled or exceeded the total votes outstanding in the Class B Membership. Thereafter, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each 1,000 square feet of the Land (or major fraction thereof) in which it holds the interest required for membership.

The total of all votes entitled to be cast from time to time, i.e., the sum of Class A votes and Class B votes, are referred to herein as "Voting Rights."

(c) Subassociations.

(i) Permitted. Subassociations may be created in the future at any time or from time to time in order to provide services for the benefit of the land included within such subassociation in addition to or other than those services provided by the Association. Each subassociation shall be either a Texas corporation or unincorporated association organized and established or authorized by (a) a Supplemental Declaration covering an Annexed Tract, whereupon the members in such subassociation shall be composed of Owners of land within such Annexed Tract, or (b) written agreement of Owners having one hundred percent (100%) of the Voting Rights of the land to be included within any such subassociation. Any subassociation created pursuant to the provisions hereof shall hold a membership in the Association entitled to one vote for each 1,000 square feet of land (or major fraction thereof; that is, rounding up to the nearest thousand if such fractional square footage is fifty percent (50%) or more of 1,000 square feet) within Bridgewater and subject to the jurisdiction of

177-26-1239

such subassociation on each matter coming before the members at any meeting or otherwise, unless such member's Voting Rights have been suspended by the Board of Directors for failure to pay any assessment against such member's tract of land or for any other reason authorized herein for the suspension of Voting Rights of a member, and upon formation of a subassociation, all Owners of land included or to be included within such subassociation shall automatically forfeit their membership (and Voting Rights) in the Association. Notwithstanding the forfeiture of such membership (and concomitant Voting Rights) all land included in such subassociation shall be and remain subject to maintenance charges set forth in Paragraph 27 hereof and the forfeiture of their land for failure to pay same. Any such subassociation may be merged, consolidated or dissolved with the written agreement of Owners having not less than two-thirds (2/3) of the Voting Rights of the land included within each subassociation that is to be merged or consolidated or within the subassociation that is to be dissolved.

(ii) Required. If all or any portion of a Development Tract is developed for single-family residential use, as herein-after defined, the Development Tract or portion thereof to be developed for single-family residential use, as herein-after defined, shall be governed by a subassociation which shall be either a Texas corporation or unincorporated association organized and established or authorized by a supplemental declaration, whereupon the members in such subassociation shall be composed of Owners of Land within the Development Tract(s) to be developed for single-family residential use. The subassociation so established shall have the sole membership and Voting Rights in the Association, and all members of the subassociation (formerly members of the Association) shall automatically forfeit their membership and concomitant Voting Rights in the Association. The subassociation so established shall have the number of votes determined in the same manner as set forth on Paragraph 3(b)(1) hereof for Class A members. Said subassociation shall have the responsibility for collecting all maintenance charges of the Association attributable to its members, but the lien rights of the Association with respect to land restricted by this Declaration of Protective Covenants shall be and remain in effect, and fully enforceable by the Association. By way of example, but not limitation, if the subassociation does not remit to the Association all maintenance charges due with respect to the property encompassed by the subassociation, then the

177-26-1240

subassociation will not be entitled to exercise its Voting Rights and the entirety of such property may be foreclosed by the Association, notwithstanding the fact that some members of the subassociation had, in fact, paid their respective assessments to the subassociation. The term "single family residential use," as used herein, shall mean condominiums, townhomes, single-family homes, and any other single-family housing structure, except apartments for rent or lease.

#### 4. ARCHITECTURAL CONTROL COMMITTEE.

(a) The Architectural Control Committee (referred to herein as the "Committee") shall initially be composed of Henry Boyd, David Bourg and Bill Frey, each of whom shall serve an initial ten (10) year term. Thereafter, the Board of Directors shall appoint members of the Committee for successive ten (10) year terms. The Board of Directors shall have the right to remove any member of the Committee at any time; provided, however, Developer may not be removed from the Committee so long as Developer owns ten percent (10%), or more, in area of land in Bridgewater. In the event of the death, dissolution, removal or resignation of any member of the Committee prior to the expiration of such member's term, the Board of Directors shall appoint a successor member, and until such successor member shall have been so appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Committee as provided herein or to designate a representative with like right, authority and power. In the event all members of the Committee die, dissolve or resign so that there are then no existing members of the Committee, the duties, rights, powers and authority of the Committee shall automatically transfer, without any further formality, to the Board of Directors. Notwithstanding anything herein to the contrary, (i) so long as Developer is a member of the Committee, the vote of Developer plus one (1) other member of the Committee shall be required for any action or decision of, and shall be sufficient to bind, the Committee, and (ii) if Developer is no longer a member of the Committee, the vote of a majority of the members of the Committee shall be required for any action or decision of, and shall be sufficient to bind, the Committee. Developer shall be entitled to appoint one or more agents to carry out its obligations as a member of the Committee.

(b) The Committee may appoint an agent to act for the Committee and to perform any function which the Committee may or is obligated to perform under these Protective Covenants, and a majority of the Committee may remove any agent so appointed with or without cause; provided that any appointment or removal by the Committee of such an agent shall be by instrument in writing which shall be filed for record in the Official Public Records of Real Property of Harris County, Texas. The Committee may compensate any such agent of the Committee with reasonable fees for services rendered with respect

177-26-1241

to the review and approval of plans and specifications; and the Committee may additionally compensate any such agent for the Committee with reasonable fees for performing such other duties as the Committee is obligated or may elect to perform under these Protective Covenants. All such compensation to the agent of the Committee may be paid out of the Maintenance Fund as provided in Section 25 below.

(c) The Committee's approval of plans and specifications shall be in writing and shall be signed by the duly appointed agent of the Committee, or, in the absence of such an agent, by at least one (1) member of the Committee.

5. USES PERMITTED. All real property in Bridgewater, and the improvements, buildings or other facilities constructed thereon, shall be held, used and enjoyed for any one or more of the following uses: office, business (including without limitation, banks and financial businesses), professional, commercial, religious, governmental (including without limitation, schools, libraries, post offices, fire stations, police stations and other governmental offices), medical, research and development, servicing, hotels, motels, retail sales (including, without limitation, gasoline service station, retail sales outlet, restaurant or other retailing use) warehousing, light industrial and/or manufacturing or residential (including, without limitation, single-family, multi-family, townhouse development and/or condominium development but specifically excluding mobile home or trailer parks) uses, day care, private schools, water and sewage plants, movie theaters, and all other uses approved in writing by the Committee, and for services incident to such uses; subject, however, to the covenants herein contained and which may be contained in the deeds from Developer, and excluding the non-permitted uses hereinafter set forth. No use shall be permitted which is illegal, noxious, offensive by reason of odor, fumes, dust, smoke, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion. The Committee shall have the exclusive and final determination as to what activity or use is permitted or prohibited hereby. Specific Development Tracts (as hereinafter defined) may be limited to one or more of the above permitted uses exclusively, which limitations, if any, shall be set forth in the deed from Developer; provided, however, in the absence of specific deed restrictions to the contrary, written approval by the Committee of a particular permitted use shall be conclusive evidence of compliance with the intent of these Protective Covenants. Without limitation of the generality of the foregoing, no portion of Bridgewater shall ever be used or utilized for by (i) an airport (but such prohibition shall not prohibit the use of a portion of Bridgewater as a heliport if the Committee, in its sole discretion, determines that such proposed heliport would not constitute a nuisance and if the prior written approval of the Committee as to the size, location and designation of such heliport is obtained); (ii) mobile home or trailer park or court, slaughterhouse, tannery, cannery, barn, stables, cemetery, junk yard, scrap metal yard or waste material collection, storage and distribution, any dumping disposal, incineration or reduction of garbage or refuse, or any fire or bankruptcy sale or auction house operation; and/or (iii) establishments featuring topless, bottomless, or totally nude performers, waitresses, waiters, or other personnel; businesses which regularly show X-rated movies or pornographic movies or sell pornographic material. Additional restrictions which are not inconsistent with these protective covenants and which do not conflict with this declaration, may be imposed at any time or from time to time.



177-26-1242

against portions of the land in Bridgewater by the Owner(s) of such land subject to such additional restrictions. Unless otherwise provided for in such additional restrictions, (a) any such additional restrictions shall be for the sole benefit of Developer and the Owner(s) of the land subject to such restrictions and (b) may be amended, modified, cancelled or otherwise changed or disposed of as agreed to by Developer and the Owner(s) of the land subject to such additional restrictions without the consent, approval or authorizations of the Association or the Owner(s) of other land not subject to such additional restrictions.

6. OIL, GAS AND MINING OPERATIONS. No oil or gas exploration, drilling or development operations, oil or gas refining, quarrying, or mining operations of any kind shall be permitted upon or within any portion of Bridgewater, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any portion of Bridgewater. No derrick or other structures designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of Bridgewater.

7. DEVELOPMENT TRACTS AND CONSTRUCTION STANDARDS. The term "Development Tract" as used herein shall be deemed to refer to each distinct parcel or tract or land described in a deed from Developer, unless a smaller or larger Development Tract shall be approved in writing by the Committee as consistent with these Protective Covenants and such approval shall be filed for record in the Official Public Records of Real Property of Harris County, Texas. Recognizing that Developer may convey easements, rights-of-way and other special purpose grants, the foregoing presumption may be rebutted by a statement in such conveyances that the land described therein shall not be deemed a Development Tract for the purposes of these Protective Covenants. No building or other structural improvement shall ever be erected or placed upon any tract of land within Bridgewater unless the same shall be a Development Tract designated in accordance with these Protective Covenants. More than one (1) building or structure can be built on a Development Tract.

Construction or alteration of any building within Bridgewater shall meet all standards set forth in these Protective Covenants. For the purposes of these Protective Covenants, when construction material is specified herein, another material may be used in lieu thereof, provided that such substituted material is determined by the Committee to be of equivalent or better quality than the specified material. All buildings shall have exterior walls of face brick or exposed aggregate concrete or of an equivalent, permanent, architectural material to finish grade. No building shall be covered with sheet or corrugated aluminum, asbestos, iron or steel. No wood structures or buildings will be permitted, nor shall any building have wood frames, except those buildings erected for office, residential or retail use and then, only to the extent approved in writing by the Committee. No metal building shall be erected, placed or used on any Development Tract.

No temporary building or structure other than (i) construction offices and structures for related purposes during the construction period, (ii) schools and (iii) governmental facilities or offices, including without limitation, libraries, fire stations, police stations and post offices shall be installed or maintained on any Development Tract without the prior written approval of the Committee. All temporary structures or mobile homes used for such purposes must receive approval by the Committee with regard to

177-25-1243

location and appearance, and must be removed promptly upon completion of construction or cessation of such temporary use. Temporary water, sewer, telephone, gas and electrical lines shall be authorized for the temporary structures used for construction purposes.

#### 8. BUILDING SETBACKS.

(a) No building, parking or other structure (except as hereinafter specifically provided) shall be erected within:

(i) thirty-five (35) feet of Lakes of Bridgewater Drive, Mason Road, Clay Road (constructed or proposed to be constructed along the north boundary line of Bridgewater), Morton Ranch Road (constructed or proposed to be constructed along the south boundary line of Bridgewater) Elrod Road (constructed or proposed to be constructed along the west boundary line of Bridgewater) or Westgreen Boulevard (constructed or proposed to be constructed along the east boundary line of Bridgewater);

(ii) ~~twenty (20) feet of any other~~ dedicated public street or road adjoining or within Bridgewater;

(iii) thirty (30) feet of any Restricted Reserve designated for the purpose of a lake, as provided on the plat or plats of Bridgewater now or hereafter filed of record; or

(iv) twenty (20) feet of any Restricted Reserve designated for the purpose of parks only, as provided on the plat or plats of Bridgewater now or hereafter filed of record;

unless a lesser building line restriction is specifically permitted by written agreement of the Committee;

(b) Unless expressly approved in writing by the Committee, no building or other structure shall be erected closer than twenty (20) feet to the side or rear line of any Development Tract.

(c) Should two or more adjoining Development Tracts be owned by the same or substantially the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the Development Tract lines common to the tracts owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear set-back restrictions described above so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the Committee, the immediately preceding sentence shall in no way affect or change the side or rear set-back lines hereinabove set forth and these set-back lines shall continue to apply to any Development Tract or group

177-26-1244

of Development Tracts under the same or substantially the same ownership.

(d) For the purposes of these Protective Covenants, the building set-back line shall be measured from the right-of-way line of the street adjoining the Development Tract as that right-of-way line exists at the time construction of the improvements on the Development Tract is commenced. If a Development Tract adjoins more than one (1) street, the building set-back lines of each of the adjoining streets must be observed. Except as approved in writing by the Committee, no parallel drives shall be permitted within any front building setback.

(e) No improvements shall be constructed above ground within set-back areas except sidewalks, running tracks, benches and signs built or installed in accordance with the Committee Guidelines (as defined in Section 17), as well as telephone pedestals, transformers, light poles, power poles, vaults, controllers or other support facilities which by necessity are best situated within set-back areas. Such support facilities shall be specifically approved by the Committee and shall conform where applicable to other requirements such as color, placement, screening or materials which are specified by the Committee. Subject to the written approval of the Committee, driveways and access roads may be built across set-back areas. Subject to applicable laws, the Committee shall have the right during its review of Plans and Specifications to relax or reduce set-back areas on any Development Tract where necessary or desirable to accomplish a more effective and compatible land utilization. Reference to roads, streets, drives or boulevards in subparagraph 8(a)(1) hereinabove shall mean such roads, streets or boulevards as constructed or hereafter relocated, modified or expanded.

9. PARKING. All Owners shall at all times provide adequate paved, off-street parking facilities. No use shall ever be permitted of any Development Tract nor shall any building be constructed thereon which requires, or shall reasonably be expected to require or attract, sustained parking in excess of the capacity of the paved, off-street parking facility maintained upon said property. The determination of whether or not an Owner is providing adequate off-street parking facilities shall be in the sole good faith discretion of the Committee. No parking shall be permitted upon any of the dedicated streets of the subdivision or at any place other than the paved parking areas provided in accordance with this covenant. All parking areas shall be screened from public view or landscaped in a manner approved in writing by the Committee prior to the construction or alteration of any building or structure. No parking shall be allowed in any building setback areas except by written permission from the Committee.

10. LANDSCAPING. All open, unpaved space, including, but not limited to, front and side building set-back areas, shall be planted or landscaped in a manner determined to be adequate by the Committee. The Committee may change its requirements from time to time, provided that the Committee may not require an Owner to modify landscaping previously approved by the Committee. A sprinkler system of design approved by the Committee shall be installed in all landscaped areas. Landscaping on a Development Tract in accordance with

177-26-1245

approved plans and specifications must be completed within thirty (30) days following the occupancy of any building on such Development Tract. This thirty (30) day period may be extended by written permission of the Committee, acting in its sole good faith discretion, in the event of delays caused by adverse weather conditions or other causes beyond the reasonable control of the Owner requesting such an extension.

11. SIDEWALKS. As part of the construction of any building or structure on any Development Tract, the Owner or Owners of any Development Tract shall be required to install a four foot (4') sidewalk along the street adjoining such Development Tract for the full length of such Development Tract such sidewalk to be paved with concrete or other materials approved in writing by the Committee, to be located adjacent or parallel to the street adjoining such Development Tract and aligned with and connected to sidewalks on adjacent Development Tracts, or at such other location as the Committee may determine, and to otherwise comply with such specifications and requirements as the Committee may decide. If sidewalks on Adjacent Development Tracts have not yet been constructed, then such connection will be waived. To the extent permitted by applicable laws and regulations, and subject to compliance with the foregoing specifications, such sidewalks may be located in the right-of-way of any adjacent street. The Committee may approve any alterations or variations in the location of said sidewalks, to encourage aesthetic and artistic design and location of such sidewalks.

12. LOADING FACILITIES Loading docks and other loading facilities will not be permitted to face on any street or any area designated for use as a park or lake by the plat or plats of Bridgewater or by other instruments executed by Developer and now or hereafter filed of record. Provisions shall be made for handling all freight on those sides of a building which do not face a street or Common Area. Written exceptions to this Protective Covenant concerning the placement of freight facilities may be permitted by the Committee in those cases where three or more sides of a building face a street or Common Area. All loading docks and garbage collection facilities must be screened from public view in a manner approved in writing by the Committee prior to the construction or alteration of any building or structure.

13. OUTSIDE STORAGE. No Owner shall have the right to keep articles, goods, materials, incinerators, storage tanks or like equipment in the open or exposed to public view, or to view from adjacent buildings. If it shall be necessary to store or keep such materials or equipment in the open, these shall be screened from view in a manner approved in writing by the Committee. Said screen shall be in height at least equal to that of the materials or equipment being stored, but in no event less than six feet (6') in height. Said screen shall fully shield said materials and equipment from both public view and view from adjacent buildings. All storage shall be limited to the rear two-thirds (2/3) of any Development Tract and under no circumstances shall any material or equipment be kept or stored within forty feet (40') of any street. Under no circumstances shall any building materials or other equipment be kept or stored on any street in Bridgewater. Prior to the completion of said streets, storage of equipment, vehicles or materials will be allowed within valid utility or street easements and overnight or weekend storage will be allowed. All contractors hired by any Owner in Bridgewater shall be informed by such Owner that storage of equipment, vehicles and building materials will only be allowed on the Owner's property and utility easements on said Owner's property.

177-26-1246

14. **AUXILIARY STRUCTURES.** Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents and any other structures or equipment shall be architecturally compatible with other buildings in Bridgewater or shall be effectively shielded from public view or view from other adjacent buildings by an architecturally sound method approved in writing by the Committee prior to the construction or erection of said structures or equipment.

15. **ANIMALS.** No sheep, goats, horses, cattle, swine, chickens, pigeons, reptiles or livestock of any kind shall be permitted on the land. No other animals shall be permitted on the land, except that bona fide domestic pets of Owners may be kept thereon, provided that they are not kept, bred or maintained for any commercial purpose.

16. **ANTENNAS.** Without prior written authorization of the Committee (which authorization shall not be unreasonably withheld), no television, radio or other electronic antennae (or devices of any type) or flagpoles of any sort shall be placed, allowed or maintained on any land or any portion of the improvements located on any Development Tract unless the same is located inside such improvements and is not visible from the outside of such improvements.

17. **SIGNS AND EXTERIOR ILLUMINATION.** All temporary and permanent signs and graphics shall be of a size and nature so as to preserve the quality and atmosphere of Bridgewater, and the design, material, location and placement of all signs and graphics shall be approved in writing by the Committee prior to their erection. Further, all signs must comply substantially, in the sole judgment of the Committee, with the standards and criteria from time to time established by the Committee (the "Committee Guidelines"), provided that any change in the Committee Guidelines shall not require the modification of any signs erected in conformance with the Committee Guidelines in effect at the time such signs were installed or erected. Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or Development Tracts. All ground-level floodlighting fixtures shall be depressed or screened from public view in a manner approved in writing by the Committee.

18. **MAIL DELIVERY.** Owners shall have harmonious mail boxes which shall be erected subject to the approval of the Committee, unless otherwise dictated by the U. S. Postal Service.

19. **MAINTENANCE.** The Association will maintain all Common Areas as defined in Section 26 hereof, including without limitation streets, roads, boulevards and drives not maintained by the county, state, federal or other governmental authority. Additionally, the Association will maintain the easement area around lakes designated as Common Areas, and the landscaping, as described in Paragraph 10 hereof, at such time as completed by Owner and approved by the Committee. The Association shall cut the grass and weeds on any vacant property from time to time as determined by the Association, as is necessary to maintain the same in a neat and attractive condition until the earlier to occur of (i) eighteen (18) months from the date title to a Development Tract is originally conveyed by Developer or (ii) the commencement of construction of any building or improvement on any Development Tract, at which time the Owner or Owners thereof shall have the responsibility of keeping the premises, building, improvements, appurtenances and landscaping owned or leased by said

177-26-1247

Owner in a well-maintained, safe, clean and attractive condition at all times, which shall include the obligation to repair any damage to and remove any debris from any street, roads or Common Areas on Bridgewater, if such damage or debris results from any act or omission of said Owner or its employees, agents, tenants, contractors or licensees, including any damage or debris caused or created by builders, contractors or subcontractors performing work or delivering materials to said Owner's property. Accordingly, concrete streets throughout Bridgewater shall be kept clean at all times and dirt droppings from dump trucks and/or other machinery must be cleaned up on a regular and daily basis. In addition, the Owner or Owners must construct the sidewalks, as set forth in Section 11 hereof, within eighteen (18) months from the date title to a Development Tract is originally conveyed by Developer. Such eighteen (18) month period may be extended by written permission of the Committee, acting in its sole good faith discretion, for periods of up to twelve (12) months each. If in the opinion of the Committee any such Owner shall fail in its duty and responsibility of maintenance or shall fail to construct the sidewalks, the Committee or the Association may give such Owner notice of such fact, and thereupon such Owner shall, within ten (10) days of such notice, undertake such construction or the care and maintenance required to restore said Owner's property and any streets and/or common areas to a state of good repair and a safe, clean and attractive condition. Should any such Owner fail to fulfill this duty and responsibility after such notice, the Association shall have the right and power, but not the obligation, to perform such construction or the care and maintenance and the Owner whose obligations it was to perform said work shall be liable for the cost of such work and shall on demand reimburse the Association, as applicable, for the cost thereof. Entry by the Committee or the Association, their contractors, agents or employees, upon the property of the Owner and all action taken thereupon in connection with the care and maintenance of such property shall not be deemed a trespass and all claims for damages by reason thereof are hereby expressly waived. If any such Owner shall prevent the Association from performing such repairs or shall fail to fully reimburse the Association for the cost of any such work or maintenance performed or caused to be performed by the Association within thirty (30) days after being billed for the services herein set forth by the Association, said sums shall bear interest from the date incurred until paid at the highest non-usurious rate allowed by law and the Association shall be entitled to institute a suit for specific performance and/or any and all collection measures it shall deem appropriate including, but not limited to, foreclosure of the lien herein retained. Any such sums due the Association, together with interest thereon at the highest non-usurious rate allowed by law and cost of collection thereof, including reasonable attorney's fees, shall be a charge on the land of the Owner whose obligation it was to perform such work and said sums shall be secured by a continuing vendor's lien upon the Owner's title to said land. All such sums, together with such interest, costs and reasonable attorney's fees, shall be and remain the personal obligation of the Owner of the particular land in question at the time said sums fall due, notwithstanding any subsequent transfer of title to such land. Each such Owner, by its acceptance of a deed to said property, hereby expressly vests in the Association and its agents, the right and power to bring all action against such Owner personally for the collection of said sums as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a deed of trust lien foreclosure on real property, and such

177-26-1248

Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien in accordance with the requirements of Section 51.002 of the Texas Property Code, as same may be amended from time to time. The Association, in its discretion, may subordinate such lien to a mortgage or deed of trust lien.

## 20. DURATION AND AMENDMENT OF COVENANTS.

(a) Every condition and covenant in these Protective Covenants shall be covenants running with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date the same are filed for record in the Office of the County Clerk of Harris County, Texas. After said date, said covenants shall automatically be extended for successive periods of ten (10) years each, unless and until an instrument in writing agreeing to terminate the Protective Covenants is signed and acknowledged by the then Owners possessing seventy-five percent (75%) of all Voting Rights in Bridgewater, as defined in Section 3(b) hereof, which instrument shall be filed for record in the Official Public Records of Real Property of Harris County, Texas.

(b) Notwithstanding anything herein to the contrary, the Owners possessing the "Required Amount of all Voting Rights" (as hereinafter defined) in Bridgewater, shall have the right, by written declaration, signed, acknowledged and filed of record, to alter, amend, terminate or extend these Protective Covenants at any time; provided, however, (i) written approval of Developer will be required for any alteration, amendment or termination of these Protective Covenants while Developer owns ten percent (10%) or more, in area, of the Land, (ii) no amendment of the Permitted Uses as set forth in Section 5 shall have retroactive application to any improvements theretofore constructed or for which construction has commenced in accordance with these Protective Covenants, and (iii) the Permitted Uses as set forth in Section 5 may not be changed except with a vote of two-thirds (2/3) or more of all members of the Association with each member, including Developer, being entitled to only one (1) vote for each one thousand (1,000) square feet of land (or major fraction thereof) owned by them in fee. As used herein, the term "Required Amount of all Voting Rights" shall mean, during the first five years from the date of these Protective Covenants, fifty percent (50%) of all Voting Rights; and thereafter, seventy-five percent (75%) of all Voting Rights.

(c) Notwithstanding anything herein to the contrary, for so long as Developer owns any portion of the Land, Developer shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these Protective Covenants by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as

177-26-1249

evidenced by these Protective Covenants and shall not impair or affect the vested property or other rights of any Owner or the mortgagee of any Owner.

21. PLATS AND EASEMENTS. To further provide for the orderly development of Bridgewater, for so long as Developer owns any portion of the Land, Developer hereby reserves the right with respect to all or any portion of the Land to file or amend one or more maps or plats or re-plats, easements or rights-of-way of record in the office of the County Clerk of Harris County, Texas, which items may designate Development Tracts and Common Areas as such terms are used within these Protective Covenants, may dedicate, reserve or otherwise create public or private rights-of-way, streets or easements which may be either exclusive or non-exclusive, and may set forth building set-back lines and such maps, plats or re-plats, if any, easements and rights-of-way, if any, (i) shall be construed to carry out the purposes set forth in these Protective Covenants, (ii) shall be joined into by the Owner(s) of the land covered by any such map or plat or easement or right-of-way, but the same shall not require the joinder of any other Owners, and (iii) shall be binding upon all Owners to the same extent as if they had joined in the execution of the same. Further, Developer and Developer's predecessors in title have heretofore granted, created and dedicated by several recorded instruments certain other easements and related rights affecting Bridgewater. All dedications, limitations, restrictions and reservations shown on any recorded plat and all recorded grants and dedications of easements and related rights heretofore made by Developer and Developer's predecessors in title affecting Bridgewater are incorporated herein by reference to the record thereof and made a part of these Protective Covenants for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance or ground lease executed or to be executed by or on behalf of Developer conveying or leasing any part of Bridgewater. However, Developer reserves the right to make changes in and additions to such easements for the purpose of most efficiently and economically installing improvements within Bridgewater.

22. TITLE TO EASEMENT ESTATES NOT CONVEYED. Title to any Land conveyed by Developer by deed or other conveyance or ground lease shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto constructed by or under Developer or its agents through, along or upon any portion of the Land or any part thereof to serve said portion of the Land, or any other portion of Bridgewater and the right to the non-exclusive use of same, and to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Developer.

23. EMERGENCY AND SERVICE VEHICLES. A non-exclusive agreement is hereby reserved for the benefit of all police, fire protection, ambulance and other emergency vehicles, garbage and trash collection vehicles, postal service vehicles and other service vehicles and to the operators thereof, to enter upon all or any portion of Land in the performance of their duties. Further, a non-exclusive easement is hereby granted to the Developer, the Association, the Committee and their respective agents, employees and contractors to enter upon all or any portion of the Land to render any service or



177-26-1250

perform any of their functions as provided in these Protective Covenants.

24. ACCESS TO EASEMENTS. There is hereby reserved a non-exclusive easement upon, across, over and under all or any portion of the Land for ingress and egress necessary to install, replace, repair and maintain utilities on existing or future utility easements, including but not limited to, water, sewer, telephone, electricity, gas and cable television, and for the maintenance of Common Areas.

25. SURFACE AREAS. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Developer nor any supplier of any utility or service using any easement area shall be liable to any Owner for any damage done by them or either of them or their respective agents, employees, or contractors, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area. The supplier of any utility or service using any easement area upon which is planted shrubbery, trees, lawns or flowers will, however, be obligated to replace or restore the vegetation, sidewalks and driveways to the extent possible.

26. COMMON AREAS. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to all lakes and parks designated as Common Areas (herein so called) on any plat or plats now or hereafter filed for record or title to which is held by the Association. Such interest shall be appurtenant to and shall pass with such Owner's ownership interest in the Land, subject to the following provisions:

(a) With respect to each such lake, Developer hereby reserves the right to grant to any Owner of a Development Tract adjacent to such lake (i) the exclusive right to use any portion of such lake or construct improvements on or across such lake and (ii) the right to use water in such lake for recirculating fountains and other landscaping purposes so long as said use does not consume any significant part of water removed from the lake; all subject, however, to the written approval of the Committee. Developer shall retain this right until such time as all portions of the Land contiguous with the lake have been conveyed by Developer to unrelated third parties. In the event Developer does not exercise this right within the specified time, no Owner will be authorized or entitled to construct any improvements upon or build across such lake or use any water in such lake except with the written consent of the Committee; and

(b) With respect to each such lake, Developer hereby reserves for the use and benefit of the Association, a non-exclusive easement upon all portions of the Land within thirty (30) feet of the perimeter of such lake (as evidenced by a hard concrete edge) or if platted as a Restricted Reserve, then within thirty (30) feet of such Restricted Reserve, for the purpose of maintaining such lake and its perimeter, and for the use and benefit of the Association and Owner, a non-exclusive twenty (20)-foot easement for ingress and egress to such lake for recreational use by Owners.

177-26-1251

27. MAINTENANCE FUNDS. Without in any way limiting other rights of the Developer or the Association to be exercised incident to the orderly development of Bridgewater, it is understood and agreed that the Developer or the Association may in the future impose upon all Development Tracts an annual maintenance charge to be applied toward the payment of construction costs, maintenance, repair and operating expenses for any or all of the following general purposes related to such designated tracts or the Common Areas: Planting, landscaping, sprinklering, mowing, tree surgery and general upkeep of Common Areas and of planted and landscaped areas on land deeded or to be deeded to the Association, within medians of dedicated streets or adjacent to dedicated streets; provision of safety and security measures (including without limitation, purchase, lease, maintenance, operation and staffing of security vehicles); enforcement of parking restrictions; erection, maintenance and repair of parking restriction signs, street signs and other identification for Bridgewater; illumination, maintenance, repair and lighting of boulevards, streets, roads, medians and parks in or adjacent to Bridgewater (to the extent not performed to the satisfaction of the Committee by the City of Houston or Harris County); maintenance, repair and lighting of running tracks and sidewalks; mowing and caring for vacant portions of the Land; compensation of the agent of the Committee (as provided in Section 4); the acquisition of any Common Area and the payment of ad valorem taxes and assessments thereon; the payment of legal, engineering, accounting or other fees incurred by the Association or the Committee; the payment of insurance premiums for property, liability, worker's compensation, officers' and directors' liability, and other forms of insurance deemed appropriate by the Association; the enforcement of all provisions of these Protective Covenants and any other purpose which the Association, in the exercise of its sole good faith discretion, may consider to be of general benefit or use to the owners and occupants of the Development Tracts so designated, including the periodic mowing of the vacant portions of all Development Tracts. The foregoing list of possible services and uses of the maintenance fund shall not be deemed as a warranty or representation that any of the foregoing services will in fact be provided; and the judgment of the Association when exercised in good faith as to any expenditure or commitment of said funds shall be final and conclusive.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by Owners; provided, however, that the Association will not without the approval of the Owners possessing a majority of all Voting Rights in Bridgewater expend more than \$100,000 in excess of the monies then in hand.

Each Owner of a Development Tract (other than a governmental agency or body which owns land in Bridgewater which is either vacant, or which is being used for governmental purposes including, without limitation, schools, libraries, post offices, fire stations, police stations, utility plants, or other governmental offices), by the acceptance of a deed or ground lease to such Development Tract, or any part thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an annual maintenance charge as initially fixed by the Developer or the Association or as subsequently fixed by the Association as herein provided. For purposes hereof, annual maintenance charges shall not be due with respect to

177-26-1252

land owned by any governmental agency or body (specifically including but not limited to school districts, cities, towns, counties, municipal utility districts, or other political subdivisions of the State of Texas) so long as such land is either vacant or is being used for one or more of the purposes listed in the parenthetical contained within the foregoing sentence, and it is expressly provided that any such governmental agency, body, or political subdivision shall not be required to pay any annual maintenance charges or other maintenance fees to the Association with respect to the property owned by it in Bridgewater so long as such land is either vacant or is being used for one of the purposes listed above. The annual maintenance charge as initially imposed by the Developer or Association shall in no event exceed (i) five cents (\$.05) per square foot contained within a Development Tract, and (ii) two cents (\$.02) per square foot contained within a Development Tract developed for "single-family residential use" and upon which a subassociation has been created thereafter referred to as a "Residential Tract"). The amount of the maintenance charge for a Residential Tract may at any time be increased at the discretion of the Association to an amount per square foot equal to the then prevailing charge for Development Tracts other than a Residential Tract. Additionally, the amount of the maintenance charge for a Development Tract (including a Residential Tract) may be increased from time to time at the discretion of the Association, but not more often than one time per year, by (i) ten percent (10%) of the maintenance charge for the preceding calendar year, or (ii) the increase in the CPI (as hereinafter defined) for the preceding calendar year, whichever is greater. Notwithstanding the foregoing limitation on the right of the Association to increase maintenance charges, if for any year the maintenance charge for any Development Tract (including a Residential Tract) is less than five cents (\$.05) per square foot contained within such Development Tract (including a Residential Tract), the Association may, at its sole discretion, increase the maintenance charge for the following year to any amount not to exceed five cents (\$.05) per square foot. It is intended hereby that the limitations on increase in the maintenance charge by an amount not to exceed ten percent (10%) of the preceding year's maintenance charge or the increase in the CPI shall only apply to increases above five cents (\$.05) per square foot. The maintenance charge shall never be less than (i) one cent (\$.01) per square foot contained within a Residential Tract, or portion thereof, and (ii) two cents (\$.02) per square foot contained within any other Development Tract, or portion thereof. Any increase or decrease not conforming to the foregoing limitations must be approved in writing by Owners possessing a majority of all Voting Rights in Bridgewater. Any such (required) approval must be filed of record in the Official Public Records of Real Property of Harris County, Texas. As used herein, the term "CPI" means the Consumer Price Index, All Urban Consumers, for the City of Houston, Texas, all items (1967 = 100) issued from time to time by the United States Department of Labor, Bureau of Labor Statistics, or any successor agency that shall issue such indices or data, or any other measure hereafter employed by such governmental department or agency in lieu of the Consumer Price Index which measures the cost of living in the City of Houston, Texas. Any maintenance charge so imposed shall continue for so long as the Protective Covenants shall be effective, shall be secured by a continuing vendor's lien upon such Development Tract and such other portion of the Land, if any, conveyed in the same instrument by the Developer, and shall be due and payable annually on the first day of January of each year in advance, with the first such payment to be due and payable on the first day of January immediately following the recordation

177-26-1253

of the instrument imposing such charge. Any maintenance charges which are not paid when due shall be delinquent. If a maintenance charge on a Development Tract is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the maximum non-usurious rate of interest allowed by law, and the Association shall have the right to bring an action at law against the Owner of such Development Tract who shall be personally obligated to pay the same, or to foreclose the lien herein retained. Interest costs, collection costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such charge. Each such Owner, by his acceptance of a deed or ground lease to a tract within the Land, hereby expressly vests in the Association, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien. No Owner of a Development Tract may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Development Tract. The Association in its discretion, may subordinate the lien securing said maintenance charge to any mortgage or deed of trust lien. Anything herein to the contrary notwithstanding, any property acquired by the Association as a result of foreclosing the aforesaid lien shall not be considered "Common Area."

The maintenance charge shall, when paid, be deposited in a separate maintenance fund bank account. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of all Owners. The Association shall not be required to have a separate maintenance fund for Bridgewater and for each Annexed Tract, nor shall it be required to expend portions of the maintenance funds in any particular part or section of Bridgewater or Annexed Tract. The Association shall not be liable to any person or entity with respect to the maintenance fund except for its willful misconduct. The Association shall not be required to expend funds at any time, but shall have the right to advance money to the maintenance fund and borrow as may be required, on behalf of the maintenance fund, paying the then-current interest rate.

28. DRAINAGE AND SWIMMING POOL DRAINS. The lakes are not to be used for drainage of any Development Tract, or portion thereof. Any and all swimming pools constructed upon within the Land shall drain into the storm sewer system and not the sanitary sewer system.

29. INITIAL CONSTRUCTION PERIOD; DEVELOPER'S OPTION TO REPURCHASE. Each Owner of a Development Tract, by his claim or assertion of ownership or by accepting a deed or ground lease to such Development Tract, or any portion thereof, whether or not it shall be so expressed in said deed or ground lease, is hereby conclusively deemed to covenant and agree with Developer, as a covenant running with the land, to commence in good faith the actual construction of one or more buildings approved by the Committee upon such Development Tract within one (1) year from the date such property is designated as a Development Tract, continuously prosecute such construction for at least ninety (90) days and thereafter diligently prosecute such construction to completion. For purposes hereof, the construction of improvements on any

177-26-1254

Development Tract shall be deemed to have commenced on the date on which the first foundations are poured.

If, after the expiration of said one (1) year period, the actual construction of improvements approved by the Committee shall not have commenced in good faith, or if such construction, although commenced, is not continuously prosecuted for at least ninety (90) days, or is not thereafter diligently prosecuted to completion, then the Developer shall have the option, but not the obligation, exercisable at any time after such Owner shall have defaulted hereunder, of refunding to such Owner the "Refund Price" (as hereinafter defined) and entering into possession of said Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed). All conveyances of Development Tracts by Developer shall be made and accepted on condition that the Owner of same shall reconvey as aforesaid such property to Developer under the conditions herein set forth. Any such reconveyance shall be evidenced by a deed from the then Owner of such Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed) containing a special warranty and conveying either fee or ground leasehold interest, as applicable, free and clear of all liens, encumbrances and exceptions other than those set forth in these Protective Covenants.

In the event Developer elects to exercise its option to require a conveyance of such Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed) Developer shall deliver to such then Owner of such Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed), (i) a Deed in a form herein provided for, (ii) a draft in the amount of the Refund Price, which draft shall provide for the payment thereof upon sight by the bank upon which it is drawn, when presented with such Deed (properly executed and acknowledged and without change in form or substance) attached, and (iii) a letter notifying such Owner of Developer's election to exercise the option herein set out, demanding that such Owner execute such Deed and present such draft and Deed to the bank upon which such draft is drawn and showing the manner in which the Refund Price for such Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed) was calculated. Such Owner shall have a reasonable time, not to exceed five (5) business days following his receipt of such letter, Deed and draft, in which to execute said Deed and present such draft and Deed to the bank on which such draft is drawn. In the event such Owner defaults in his obligations as set out in this Section 29, Developer shall have all of the rights and remedies to which it may be entitled at law or in equity including, specifically and without limitation, specific performance.

The rights of developer under this Section 29 shall be enforceable only by Developer and any successor or assign of Developer to whom shall have been transferred such specific enforcement rights. The Developer may, as to any Development Tract, at its sole election and any any time or from time to time, (i) extend the time within which such construction must be commenced on such Development Tract, (ii) subordinate Developer's rights under this Section 29 to the rights of any holder of a mortgage lien on such Development Tract (and any other portion of the Land conveyed to the Owner pursuant to the instrument by which such Development Tract was conveyed)

177-25-1255

and (iii) release and terminate Developer's rights under this Section 29 as to such Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed). In the event Developer, relative to any Development Tract, shall elect to extend the time within which construction must commence under this Section 29, subordinate its rights under this Section 29 to the rights of a mortgage lien holder, or release and terminate its rights under this Section 29, such election in no event shall operate to require Developer to grant any extension of such time to commence construction, or subordinate or release its rights under this Section 29 as to any other Development Tract.

For purposes hereof, the term "Refund Price" shall mean an amount equal to the original purchase price paid to Developer for the Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed) to be so reconveyed, minus the unpaid principal balance and accrued but unpaid interest (if any) owing on any existing promissory note to Developer secured by liens on all or any portion of such Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed) and minus any accrued ad valorem taxes or other assessments or imposition of any kind then existing on or assessed against such Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed) and any real estate brokerage commissions paid or agreed to be paid by Developer as a result of the conveyance by Developer of such Development Tract (and any other portion of the Land conveyed to such Owner pursuant to the instrument by which such Development Tract was conveyed).

30. ASSIGNMENT OF DEVELOPER'S RIGHTS. The Developer may at any time assign all or any portion of its rights, powers and reservations hereunder to the Association or any other person by a written document reflecting such assignment and filed of record in the Official Public Records of Real Property of Harris County, Texas; provided, however, that in all events, the rights, powers and reservations of the Developer hereunder other than as provided for in Section 29 shall automatically be deemed assigned and conveyed to the Association upon the date that the Developer no longer holds fee title to any property within Bridgewater. Upon any such assignment, the Developer shall be relieved of the performance of any further duty or obligation hereunder, and such assignee shall be obligated to perform all such duties and obligations of Developer. The term "Developer", as used herein, shall mean MCV, Inc., and such assignees, and their respective successors and assigns, but shall not mean any grantee of a portion of land within Bridgewater from Developer unless specifically provided in the deed or conveyance from Developer.

31. SEVERABILITY. Invalidation of any one or more of the foregoing protective covenants, restrictions, conditions or charges shall not affect the validity of any other covenant, restriction, condition or charge set forth herein which shall remain in full force and effect for all purposes.

32. CONSENTS. The undersigned lienholders, Mortgage Trust, Inc., York Development Co., and Clay Road Section, Ltd. hereby: (i) consent for themselves, their heirs, successors and assigns to the protective covenants created herein and (ii) agree that, notwithstanding any foreclosure of

177-26-1256

any of their liens or other encumbrances affecting all or any part of Bridgewater, whether such liens or other encumbrances now exist or are hereafter created, or any conveyance in lieu of such foreclosure, these protective covenants and all rights herein described shall continue unabated, in full force and effect. Although the undersigned lienholders have subordinated their liens to the protective covenants created herein, the lienholders have in no way subordinated their liens to any liens described in Section 19 or Section 27 of this instrument.

33. MULTIPLE COUNTERPARTS. These protective covenants may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument..

34. PROTECTION OF NAME. No Owner or any tenant or mortgagee of any Owner shall use the words "Bridgewater" or any word or words similar thereto in connection with any portion of the Land or any business operated in connection with any portion of the Land without the prior written consent of Developer. This restriction is for the benefit of and may be enforced only by Developer. Nothing contained herein shall be construed to restrict Developer's use of the words described in this Section 34. Developer specifically reserves the right to use such words.

EXECUTED the 25<sup>th</sup> day of FEBRUARY, 1987. (10)

ATTEST:

By: Mary Ann L. Ashe  
Name: Mary Ann L. Ashe  
Title: Assistant Secretary

DEVELOPER:

MCV, INC.

By: J. Dickson Rogers  
Name: J. DICKSON ROGERS  
Title: VICED PRESIDENT

JOHN S. DUNN RESEARCH FOUNDATION (10)

By: Jerome L. Howard  
Name: Jerome L. Howard  
Title: Vice President

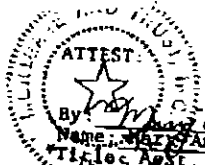
JAMES W. CHRISTIAN, TRUSTEE

ARCHITECTURAL COMMITTEE MEMBERS:

Henry Boyd  
Henry Boyd, as representative  
of MCV, Inc.

David J. Bourd  
David J. Bourd

William H. Frey 177-26-1257 *100*  
 William H. Frey



By: Mary Ann L. Ashe  
 Name: Mary Ann L. Ashe  
 Title: Asst. Secretary

ATTEST:

By: Mary Ann L. Ashe  
 Name: Mary Ann L. Ashe  
 Title: Asst. Secretary

LIENHOLDERS:  
 MORTGAGE AND TRUST, INC. *AND*

By: O. Dean Dodd  
 Name: O. Dean Dodd  
 Title: Senior Vice President

YORK DEVELOPMENT CO. *AND*

By: J. Dickson Rogers  
 Name: J. Dickson Rogers  
 Title: Vice President

CLAY ROAD SECTION, LTD.

By: James M. Easterling  
 Name: James M. Easterling  
 Title: General Partner

By: Phil R. Kensing  
 Name: Phil R. Kensing  
 Title: General Partner

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 25th day of February, 1987, by J. Dickson Rogers, whose title is Vice President, on behalf of said corporation, Inc., a Texas

[S E A L]

My Commission Expires:

Nelda Z. Gonzalez  
 Notary Public, State of Texas  
 Typed or Printed Name of Notary:  
 NELDA Z. GONZALEZ  
 My Commission Expires 6-1-89

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 25th day of February, 1987, by James L. Howard, in his capacity as Trustee, Dunn Research Foundation.

[S E A L]

My Commission Expires:

Mary Ann L. Ashe  
 Notary Public, State of Texas  
 Typed or Printed Name of Notary:  
 MARY ANN L. ASHE  
 My Commission Expires 8-1-87



177-26-1258

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10<sup>th</sup> day of April, 1987, by JAMES W. CHRISTIAN, TRUSTEE, in his capacity stated therein.

(S E A L)

Margaret A. Benwick  
Notary Public, STATE OF TEXAS

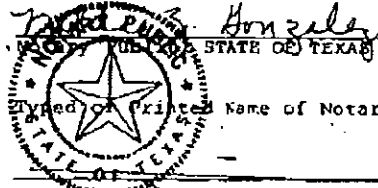
My Commission Expires: 12/29/88 — Typed or Printed Name of Notary:

Margaret A. Benwick

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13<sup>th</sup> day of April, 1987, by HENRY BOYD.

(S E A L)

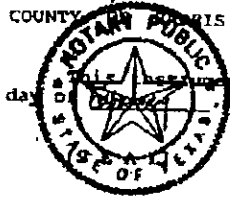


My Commission Expires: \_\_\_\_\_ Typed or Printed Name of Notary:

NELDA Z. GONZALEZ  
My Commission Expires 6-3-89

177-26-1259

THE STATE OF TEXAS §  
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 27<sup>th</sup>  
day of ~~October~~ 1987, by DAVID BOUKG.

*Sara J. Murphy*  
Notary Public, STATE OF TEXAS

My Commission Expires:

Typed or Printed Name of Notary:

October 20, 1988

Sara J. Murphy

THE STATE OF TEXAS §  
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 27<sup>th</sup>  
day of ~~October~~ 1987, by WILLIAM M. FREY

*Sara J. Murphy*  
Notary Public, STATE OF TEXAS

My Commission Expires:

Typed or Printed Name of Notary:

October 20, 1988

Sara J. Murphy

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd  
day of ~~October~~ 1987, by D. DEAN DODD, whose title is  
Senior ~~Assistant~~ President, on behalf of Mortgage and Trust, Inc.,  
a Texas Corporation.



*Cynthia Gage*  
Notary Public, STATE OF TEXAS

My Commission Expires:

Typed or Printed Name of Notary:

SEPTEMBER 17, 1988

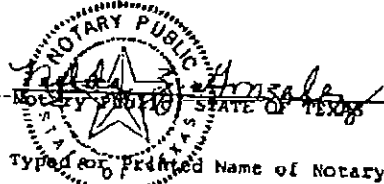
CYNTHIA GAGE

177-2E-1260

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 25th  
day of February, 1987, by J. DICKSON ROGERS, whose title  
is Vice President, on behalf of York Development Co., a Texas  
corporation.

[S E A L]



My Commission Expires:

Typed or Printed Name of Notary:

MELON Z GONZALEZ  
My Commission Expires 6-3-89

THE STATE OF TEXAS §  
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 27th  
day of February, 1987, by JAMES M. EASTERLING, whose title  
is LTD., on behalf of CLAY ROAD SECTION,

My Commission Expires:

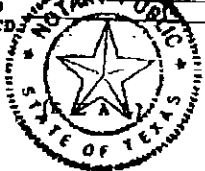
October 20, 1988

Typed or Printed Name of Notary:

Sara J. Murphy

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th  
day of February, 1987, by PHIL R. KENSINGER, whose title  
is LTD., on behalf of CLAY ROAD SECTION,



My Commission Expires:

October 20, 1988

Typed or Printed Name of Notary:

Sara J. Murphy

JRC6F/020487

EXHIBIT "A"

177-26-1261

629.740 acres of land out of the H. Rosenthal Survey, (H. & T.C. R.H. Co. Sec. 44, Blk. 2) Abstract No. 990, Harris County, Texas, said 629.740 acres being more particularly described as follows:

BEGINNING at an iron rod set at the intersection of the North right-of-way line of Horton Road 60 feet wide, with the East line of Elrod Road 60 feet wide, said iron-rod being the Southwest corner of the 629.740 acres herein described;

THENCE along a fence in the East right-of-way line of Elrod Road, North 00 degrees 00 minutes 37 seconds West 5199.49 feet to its intersection with the South right-of-way line of Clay Road as occupied, a fence corner for corner;

THENCE along the South right-of-way line of Clay Road as occupied, North 89 degrees 50 minutes 40 seconds East 5242.42 feet pass an iron rod in Northeast and Northwest corner of a fence enclosure, in all 5250.0 feet to a point for corner;

THENCE along the East line of the H. Rosenthal Survey, South 00 degrees 00 minutes 37 seconds East 5250.04 feet to an iron rod marking its Southeast corner;

THENCE along the South line of said H. Rosenthal Survey, North 09 degrees 55 minutes 45 seconds West 1107.99 feet to the Southeast corner of a 30-foot strip described in deed to Harris County, recorded in Volume 303 at Page 635 of the Deed Records of Harris County, Texas;

THENCE North 00 degrees 04 minutes 15 seconds East 30.0 feet to a point for corner;

THENCE along the North line of said 30-foot strip described in Volume 303 at Page 635 of the Deed Records of Harris County, Texas, North 02 degrees 55 minutes 45 seconds West 4066.04 feet to the PLACE OF BEGINNING containing 629.740 acres of land;

LESS, SAVE AND EXCEPT, all acreage in Blocks one through four, inclusive of Westland Creek Village, Section One as shown on the plat recorded under Volume 277, Page 108 of the Harris County Map Records.

177-26-1262

EXHIBIT "A-1"

Being 7.4025 acres of land out of the M. Rosenthal Survey, A-990, Harris County, Texas, said 7.4025 acres being further described as follows:

COMMENCING at the northeast corner of Westland Creek Village, Section One, a subdivision recorded in Volume 277, Page 108, Harris County Map Records, said point also being the northeast corner of Mason Road, 100 feet wide, as recorded with said subdivision and the southeast corner of Mason Road as recorded under Clerk's File No. D-976532, Official Public Records of Real Property of Harris County, Texas;

THENCE N 14° 10' 48" W, 40.57 feet along the east line of said Mason Road to a point of curvature of a curve to the right;

THENCE continuing in a northerly direction along the east line of said Mason Road and following along the arc of said curve to the right having a radius of 5680.00 feet, subtending a central angle of 00° 51' 06", a distance of 84.44 feet to the southwest corner and POINT OF BEGINNING of the herein described tract, said point also lying in the northerly line of a 125 foot wide Harris County Flood Control District Drainage Easement as recorded under Clerk's File No. P-481247, Official Public Records of Real Property of Harris County, Texas;

THENCE continuing in a northerly direction along the east line of said Mason Road and the arc of said curve to the right having a radius of 5680.00 feet, subtending a central angle of 04° 00' 47", a distance of 397.82 feet to the northwest corner of the herein described tract;

THENCE N 80° 41' 05" E, 141.67 feet to a point of curvature of a curve to the right;

THENCE in an easterly direction along the arc of said curve to the right having a radius of 1022.50 feet, subtending a central angle of 28° 13' 01", a distance of 503.56 feet to the northeast corner of the herein described tract;

THENCE S 40° 17' 55" E, 475.15 feet to the most easterly corner of the herein described tract, said point lying in the northwesterly line of said drainage easement;

THENCE S 49° 42' 05" W, 181.63 feet along the northwesterly line of said drainage easement to a point of curvature of a curve to the right;

THENCE in a westerly direction along the northerly line of said drainage easement and the arc of said curve to the right having a radius of 75.00 feet, subtending a central angle of 79° 57' 15", a distance of 104.66 feet to a point of reverse curvature;

THENCE continuing in a westerly direction along the northerly line of said drainage easement and following the arc of said curve to the left having a radius of 632.50 feet, subtending a central angle of 53° 02' 34", a distance of 585.55 feet to a point of tangency;

THENCE S 76° 36' 46" W, 83.05 feet along the northerly line of said drainage easement to the southwest corner and POINT OF BEGINNING of the herein described tract containing 7.4025 acres of land.

177-26-1263

EXHIBIT "A-1"

DESCRIPTION OF 3.6828 ACRES  
OF LAND IN THE M. ROSENTHAL SURVEY: A-990  
HARRIS COUNTY, TEXAS

BEING 3.6828 acres of land in the M. Rosenthal Survey, A-990 Harris County, Texas, said 3.6828 acres being further described as follows:

BEGINNING at a set 5/8" iron rod marking the northwest corner of the herein described tract and most northerly northeast corner of Westland Creek Village, Section One as recorded under Volume 277, Page 108 of the Harris County Map Records and in the south line of a 125 foot wide Harris County Flood Control District drainage easement as recorded under Harris County Clerk File No. F481247;

THENCE N 76° 36' 46" E, 81.95 feet along the south line of said drainage easement to a set 5/8" iron rod marking a point of curvature of a curve to the right;

THENCE in an easterly direction 320.28 feet along the south line of said drainage easement and the arc of said curve to the right having a radius of 507.50 feet, a central angle of 36° 09' 34" and a chord which bears S 85° 18' 27"E, 315.00 feet to a set 5/8" iron rod marking the northeast corner of the herein described tract;

THENCE S 14° 10' 48" E, 222.49 feet to a set 5/8" iron rod marking a point for corner;

THENCE S 49° 30' 09" W, 172.92 feet to a set 5/8" iron rod marking a point for corner;

THENCE S 14° 10' 48" E, 50.20 feet to a set 5/8" iron rod marking a point for corner;

THENCE S 49° 30' 09" W, 751.02 feet to a set 5/8" iron rod marking the most southerly corner of the herein described tract, said point lying in the east line of said Mason Road;

THENCE N 14° 10' 48" W, 563.67 feet along the east line of said Mason Road to the northwest corner and POINT OF BEGINNING of the herein described tract containing 3.6828 acres of land.

FILED  
APR 15 3 26 PM '07  
Doris R. Williams  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

## EXHIBIT "A-2"

177-26-1264

DESCRIPTION OF 5.3826 ACRES  
OF LAND IN THE M. ROSENTHAL SURVEY: A-890  
HARRIS COUNTY, TEXAS

BEING 5.3826 acres of land in the M. Rosenthal Survey, A-890, Harris County, Texas, said 5.3826 acres being further described as follows:

**BEGINNING** at a found 5/8" iron rod marking a northeast cutback of New Wood Drive, 80 feet wide, as recorded under Volume 333, Page 146 of the Harris County Map Records and at the most southerly southwest corner of the herein described tract;

**THENCE** N 34° 08' 20" W, 14.10 feet along said cutback to a found 5/8" iron rod marking the most westerly southwest corner of the herein described tract, said point lying in the easterly right-of-way of Mason Road, 100 feet wide, as recorded under Volume 333, Page 146 of the Harris County Map Records and in an arc of a curve to the right;

**THENCE** 648.45 feet along the easterly line of said Mason Road and the arc of said curve to the right having a radius of 5680.00 feet, a central angle of 86° 32' 28" and a chord which bears N 05° 38' 28" W, 648.10 feet to a set 5/8" iron rod marking the most westerly northwest corner of the herein described tract;

**THENCE** N 42° 56' 41" E, 21.12 feet to a set 5/8" iron rod marking the most northerly northwest corner of the herein described tract;

**THENCE** N 88° 11' 03" E, 78.21 feet to a set 5/8" iron rod marking a point of curvature of a curve to the left;

**THENCE** 33.95 feet along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 03° 48' 51" and a chord which bears N 86° 16' 38" E, 33.94 feet to a set 5/8" iron rod marking a point of tangency;

**THENCE** N 84° 22' 12" E, 117.03 feet to a set 5/8" iron rod marking a point of curvature of a curve to the right;

**THENCE** in an easterly direction 32.62 feet along the arc of said curve to the right having a radius of 490.00 feet, a central angle of 03° 48' 51" and a chord which bears N 86° 16' 38" E, 32.61 feet to a set 5/8" iron rod marking a point of tangency;

**THENCE** N 88° 11' 03" E, 72.73 feet to a set 5/8" iron rod marking the northeast corner of the herein described tract;

**THENCE** S 05° 38' 28" E, 657.94 feet to a set 5/8" iron rod marking the southeast corner of the herein described tract, said point lying in an arc of a curve to the left;

**THENCE** in a westerly direction 208.59 feet along the arc of said curve to the left having a radius of 1052.50 feet, a central angle of 11° 21' 18" and a chord which bears S 86° 21' 44" W, 208.24 feet to a set 5/8" iron rod marking a point of tangency;

**THENCE** S 80° 41' 03" W, 131.59 feet to the most southerly southwest corner and **POINT OF BEGINNING** of the herein described tract containing 5.3826 acres of land.

ALL INSTRUMENTS RECORDED HEREIN ARE THE SAME AS THE ORIGINALS ON FILE IN THE PUBLIC RECORDS OF THE STATE OF TEXAS.  
COUNTY OF HARRIS  
(Notary Public for the State of Texas)  
Inscribed on and filed with the County Clerk of Harris County, Texas, on the 15th day of April, 1987, in the Official Public Records of Harris County, Texas, Book 11, Page 11.

## RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, BOOK 11, PAGE 11.



APR 15 1987

County Clerk  
HARRIS COUNTY, TEXAS

131-00-1951

L484266

ASSIGNMENT OF INTEREST IN  
DECLARATION OF PROTECTIVE COVENANTS

THIS ASSIGNMENT, made this the 29th day of December, 1987, from MCV, INC., a Texas corporation whose address is 3100 Travis, Houston, Texas 77006 ("Assignor") to TD REALTY, INC., a Texas corporation, whose address is 3100 Travis, Houston, Texas 77006 ("Assignee").

## W I T N E S S E T H :

For Ten Dollars (\$10.00) and other good and valuable consideration, paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has TRANSFERRED, ASSIGNED AND CONVEYED, and, by these presents, does hereby TRANSFER, ASSIGN and CONVEY unto Assignee, Assignor's repurchase option under Paragraph 29 of that certain Bridgewater Declaration of Protective Covenants dated the 25th day of February, 1987, among Assignor et al., filed of record in the office of the County Clerk of Harris County, Texas, under Clerk's File No. L076569 (the "Subject Interest"). Assignor represents and warrants to Assignee that it owns the Subject Interest and that it has not heretofore conveyed same.

TO HAVE AND TO HOLD the Subject Interest together with all and singular the rights and privileges appertaining thereto unto Assignee, its successors and assigns.

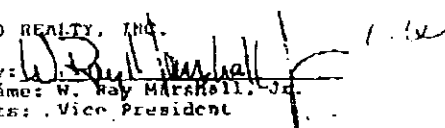
ASSIGNOR:

MCV, INC.

By: Name: J. Dickson Rogers  
Its: Vice President

ASSIGNEE:

TD REALTY, INC.

By:   
Name: W. Ray Marshall, Jr.  
Its: Vice President



131-00-1952

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of December, 1987, by J. Dickson Rogers, Vice President of MCV, INC., a Texas corporation, on behalf of said corporation.

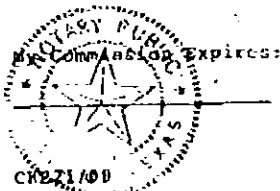


*Linda L. Scott*  
Notary Public in and for  
the State of Texas

Notary's Printed Name:

Linda L. Scott  
My Commission Expires: July 30, 1988  
STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of December, 1987, by W. Ray Marshall, Jr., Vice President of TD REALTY, INC., a Texas corporation, on behalf of said corporation.



*Linda L. Scott*  
Notary Public in and for  
the State of Texas

Notary's Printed Name:

Linda L. Scott  
My Commission Expires: July 30, 1988

131-00-1953

AFTER RECORDATION PLEASE RETURN TO:

Frank F. Smith, Jr.  
Vinson & Elkins  
2638 First City Tower  
1001 Fannin  
Houston, Texas 77002-6760

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE  
PROPERTY BECAUSE OF THE DEED OR THE DEED BEING A PUBLIC RECORD AND UNCLASSIFIED UNDER THE LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that the foregoing was filed in the Public Records  
Section on the date and at the time stamped herein by me; and was  
not recorded in the Public Records of this County, Texas on

DEC 3 0 1987



*John L. Sullivan*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS