

97110676/49127
STEWART TITLE HOUSTON DIVISION

522-87-3804²⁾

12/17/98 100925895 T445415

\$43.00

T445415

DECLARATION OF RESTRICTIONS FOR
WILLOWICK FOREST, SECTION TWO
HARRIS COUNTY, TEXAS

[Signature]

WHEREAS, M. N. W. PROPERTIES, INC., a Texas corporation, herein called "Declarant," is the owner of all of the undivided interests in and to a subdivision known as WILLOWICK FOREST, SECTION TWO (2) (the "Restricted Property"), pursuant to the Plat (defined below);

WHEREAS, Declarant desires to make possible a residential neighborhood plan of development of the Restricted Property;

NOW THEREFORE, Declarant, desiring to create and carry out a uniform plan for the improvement, development and sale of various portions of the Restricted Property for residential use, for the benefit of the existing and future owners of said property, does hereby adopt and establish the following reservations, restrictions, agreements, covenants and easements, to apply uniformly to the use, occupancy and conveyance of the Restricted Property, and each contract or deed which may be executed and delivered after the recording of this instrument shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements, regardless of whether or not the same are referred to in any contract or deed affecting any portion of the Restricted Property:

1. DEFINITIONS.

"ACC" means a committee composed of Declarant, or its successors or assigns (but excluding subsequent Owners, unless given express written authority by Declarant to exercise the rights and obligations of Declarant hereunder), including any Association to which Declarant has assigned the rights and obligations of the ACC, as further provided in Section 5.

RECEIVED "Association" shall mean a non-profit corporation incorporated under the laws of the State of Texas, or other entity to exercise the function of a homeowners association, which has been established or designated with respect to the Restricted Property by Declarant without the necessity of the consent of any other party, at such time as Declarant deems such establishment or designation appropriate (and without obligating Declarant to establish or designate an Association at any time). The Association shall be subject to such governing

FEB 26 1999

rules, including Bylaws, as Declarant shall determine in its sole discretion; provided, the establishment or designation of the Association shall include the recording by Declarant of an amendment to this Declaration, setting forth the general rules and regulations governing membership and voting rights of the Association. Any reference to an Association herein shall refer to Declarant at any time prior to the time that the Association is established or designated with respect to the Restricted Property. Declarant shall have the right to provide that the Association shall have jurisdiction with respect to particular Lots at varying times.

"Corner Lot" is a Lot bounded on two intersecting sides by public streets.

"Declarant" shall mean M.N.W. Properties, Inc., a Texas corporation, and its successors and assigns (but such term shall not refer to subsequent Owners of the Restricted Property, unless Declarant elects in writing to assign the rights and obligations of Declarant hereunder to such Owners). Declarant shall have the right, at any time, to assign its rights and/or obligations hereunder to any person or entity, by an express writing.

"Improvements" shall mean any and all improvements, structures, fencing, walls, or other objects or components of improvements, and shall, when such Improvements are to be reviewed by the ACC pursuant to Section 5, be described to include the nature, kind, shape, height, materials, color, location and other details with respect to such improvements or other objects of any size or character, including any portion thereof, whether temporary or permanent, whether substantial or insignificant.

"Lot" means each portion of the Restricted Property shown as a platted lot on the Plat.

"Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or a subdivided portion thereof, excluded those having an interest merely as security for the performance of an obligation.

"Plat" means the plat of Willowick Forest, Section Two (2) recorded under Film Code No. 409101 of the Map Records of Harris County, Texas.

2. INCORPORATION OF PLAT. The Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and further establishes certain dedications, limitations, reservations and restrictions applicable to the Restricted Property. All dedications, limitations, restrictions and reservations shown thereon, to the extent they apply to the Restricted Property, are incorporated herein and made a part hereof as if fully set forth herein,

and shall be construed as being adopted in each contract, deed and conveyance affecting the Restricted Property.

3. LAND-USE AND BUILDING TYPE. No Lot shall be used for any purpose except for single family residential purposes. The term "residential purposes" shall refer only to a single family detached residential dwelling used for such purposes, and shall specifically exclude, without limitation, hospitals, clinics, duplex houses, garage apartments, apartment houses, boarding houses, hotels and commercial and professional uses, whether for homes, residences or otherwise, and all such uses of the Lots are expressly prohibited (such prohibited use to include, without limitation, any of the foregoing business or commercial uses which may be incidental to the use of any Lot primarily as a residence). No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family detached dwelling not to exceed two (2) stories in height and a private garage for not more than six (6) cars and accessory structures approved by the ACC as stated herein. The ACC reserves the right to modify the restrictions regarding land use and building type where they deem such modification generally consistent with the purposes of this Declaration. Such modifications will only be granted in writing and when given will become a part of these restrictions. The approval of any modification will not be deemed to obligate the person or entity granting such approval (or any successor or assign) to approve any other modification (whether similar or not), or in any other manner waive or modify any provisions of this Declaration.

4. ARCHITECTURAL CONTROL. No Improvements shall be constructed, erected, placed, modified, or altered on any Lot, or the erection thereof begun, including, without limitation, original construction on any Lot and any subsequent modification, addition or replacement, until the plans and specifications, including a plan showing the location of such Improvements, have been approved in writing by the ACC as to type, use and quality of workmanship and materials, harmony

of external design with existing Improvements within the Restricted Property, and as to location with respect to topography and finish grade elevation. The ACC shall have the right to require any Owner to remove or alter any Improvements which have not received approval or are built other than in accordance with the approved plans and specifications. The Improvements shall have a composition roof approved by the ACC. The powers and duties of the ACC shall cease and terminate twenty (20) years after the date of this Declaration, and the approvals required by this section shall not be required unless prior to said date Declarant has executed and recorded, without the necessity of consent of any other party, an amendment to this Declaration, establishing or providing for the Association, which shall thereafter exercise the same powers and duties granted herein to Declarant. The approvals or disapprovals as required in this Declaration shall be in writing. If the ACC fails to give written approval, or disapproval with respect to certain Improvements, within thirty (30) days after complete plans and specifications have been submitted to the ACC, such plans and specifications shall be deemed to have been rejected, unless the applicant promptly thereafter delivers written notice to the ACC, by certified or registered mail, return receipt requested, that such plans and specifications will be deemed to have been accepted under this Declaration unless such plans and specifications are approved or rejected in writing by the ACC within fifteen (15) days after the filing of such notice. If such plans and specifications are not rejected during such fifteen day period, the plans and specifications will be deemed to have been approved and the covenants related to such plans and specifications shall be deemed to have been fully satisfied. The ACC shall have the right, in the exercise of its sole and absolute discretion, to allow reasonable variances as to any of the covenants, conditions or restrictions contemplated in this Declaration; provided, however, any such variance shall not be substantially inconsistent with the general plan for the improvement and development of the Restricted Property, as contemplated herein.

Neither Declarant nor the ACC nor any members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any other Owners affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the ACC for approval agrees by submission of such plans and specifications that no action or suit will be brought against Declarant, the ACC or any member thereof. Declarant and the ACC shall have the right of access through and over any Lot in order to inspect and verify that the Improvements thereon are in accordance with this Declaration and any rules and regulations imposed by the ACC, without any liability to any person or entity.

5. DWELLING SIZE AND CONSTRUCTION. The livable area of the primary residential structure, exclusive of open or screen porches, stoops, open terraces, garages, or detached servant quarters, shall not be less than 2,500 square feet.

6. BUILDING LOCATION. No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building or structure shall be located on any Lot nearer than twenty-five feet (25') to the front Lot line, nor nearer than ten feet (10') to any side street Lot line, unless otherwise noted on the Plat, nor nearer than five feet (5') to the rear Lot line, nor nearer than three feet (3") to any side Lot line except that a detached garage shall be no nearer than two feet (2') to any side Lot line. No fence, wall, hedge, pergola or other detached structures or objects shall be erected, grown, maintained or placed on any part of the Lot forward of the front or side building line of any Corner Lot on the side facing a street.

7. LOT WIDTH. Lots may be re-subdivided into building sites comprised of a part of one or more Lots as platted.

8. NUISANCES. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or which shall otherwise unreasonably interfere with the quiet enjoyment of each Lot by the Owner thereof.

9. TEMPORARY STRUCTURES. No structure or object of any size or character of a temporary character, including, without limitation, any trailer, basement, tent, shack, garage (except for living quarters contained therein for no more than two (2) persons who are bona fide servants), barn or other outbuildings shall be placed or used on any Lot at any time as a residence either temporarily or permanently. Temporary or portable buildings or trailers for office purposes may be used during construction and sales when approved in writing by Declarant.

10. VEHICLE PARKING IN DRIVEWAYS AND STREETS. No boat(s) of any type, trailer(s) of any type, camper(s) and/or mobile home(s) of any character, no tractor(s) of any type, no farm equipment of any type, and no truck(s) and/or commercial vehicle(s) having a rated load capacity in excess of one-half ton may be parked for a period of time in excess of twenty-four (24) cumulative hours during any forty-eight (48) hour period or stored on any Lot, driveway or street except in a closed garage or in such a manner that it is not visible from any street.

No motor vehicle may be parked on any street for a period in excess of twenty-four (24) consecutive hours out of any forty-eight (48) hour period, except that during construction and sales period vehicles may be parked on the street when necessary, subject to the control and approval of Declarant.

No truck, trailer or commercial vehicle having a rated load capacity in excess of one ton may be parked overnight on any Lot, driveway or street nor at any time other than as may be reasonably required incident to construction work on or delivery or pickup of goods, wares and/or merchandise to or from or household premises or installations and repairs upon any Lot.

Motor vehicles which are inoperative, inoperative herein defined to mean not in running order, may not be parked or stored on any Lot, driveway or street except in a closed garage.

11. SIGNS. No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five (5) square feet for advertising said Lot for sale or rent or signs of any size and type used by a builder to advertise the property during the construction and sales period. The ACC shall have the right to approve the design and wording of all signs (other than those above described which shall be automatically allowed) , and reserve the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved if and as required and shall not be liable to any person or persons for doing so.

12. ANTENNAE. No electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications or any electronic antennae of any kind shall be constructed, erected, placed or permitted to remain on any Lot, except for mini-satellite dishes with a diameter of less than two feet (2') which are not visible from the street in front or to the side of such Lot, and except as permitted in writing by the ACC. Underground cable or wiring for the purpose of carrying electronic communications shall not be prohibited by this section.

13. WALLS, FENCES AND HEDGES. No cyclone or cyclone type fence (being a fence composed of wire and metal) shall be erected on any Lot. All fences located along the outer perimeter of any Lot must be six (6) feet high and constructed of cedar wood, unless otherwise approved in writing by the ACC. No fence, walls, planters or hedges shall be erected forward of the

front building line unless otherwise approved in writing by the ACC. Fences facing or visible to any street within the subdivision (including all Corner Lot fences and any other fences visible to the side facing street) shall be built with the smooth side facing the street, the post and rails side facing on the side opposite the street. Any perimeter fence repairs or replacement must be effected with the same material and style as the original construction.

14. OIL AND MINING OPERATIONS. No drilling, oil or mineral storage, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

15. OBSTRUCTIONS. No object or thing which obstructs site lines and elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by intersecting curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or extensions thereof shall be placed, planted or permitted to remain on Corner Lots.

16. GOOD HUSBANDRY. All Improvements on each Lot shall be kept and maintained by the Owner thereof in good repair and condition in accordance with good husbandry and with a neat and attractive aesthetic appearance. No Improvements on any Lot will be permitted to exist in a rundown condition or with an unkempt, unattractive or unaesthetic appearance; i.e., no peeling paint, warping doors, dilapidated fences or similar conditions will be permitted on any Lot. In the event all Improvements on each Lot are not so kept and maintained in good repair and condition and with a neat and attractive appearance, the Declarant or the Association shall have the right to notify the Owner in writing of such person's default and inform the Owner that unless the Improvements

are repaired and reconditioned and made neat and attractive within seven (7) days, that the Declarant or the Association will cause the same to be done and the Owner shall be liable for the reasonable costs of having the same done. To secure the payment of said costs, including related costs and expenses of enforcement thereof, there is reserved a Vendor's Lien against each Lot for the benefit of the Declarant or the Association, said lien to be enforceable by such beneficiary in accordance with any method (including non-judicial foreclosure) allowed by law; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to enforcing such lien against any Lot upon which there is an outstanding, valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

17. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that not more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

18. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in tightly fitting, sealed sanitary containers and shall be placed in an area screened by planting or fencing. All

trash and debris shall be removed from each Lot from time to time as is consistent with good health standards. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. However, normal construction wastes may be accumulated on a Lot during construction, provided such accumulation does not become unreasonable in the opinion of Declarant.

19. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty feet (20') of the property line of any park or edge of any open water courses, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

20. SEWAGE DISPOSAL AND WATER SUPPLY. No water well, cesspool or other individual sewage systems shall be constructed or used on any Lot, but each Lot must use the water and sewer services provided by Harris County Municipal Utility District No. 24.

21. CUTTING WEEDS AND DRAINAGE. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of eighteen inches (18") in diameter, unless the depth of the ditch shall require a larger size for proper drainage. In the event grass, vegetation and weeds are not cut so that the Lot is not maintained in a neat and attractive appearance, the Declarant shall have the right to notify the owner in writing of such person's default and inform the Owner that unless the grass, vegetation and weeds are cut so that the Lot is neat and attractive within seven (7) days, Declarant shall have the right to cause the grass, vegetation and weeds to be so cut and the Owner shall be liable for the reasonable costs of having the grass, vegetation and weeds cut. To secure the payment

of said costs of having the Lot so cut, including the costs and expenses of enforcement thereof, there is a reserved Vendor's Lien against each Lot for the benefit of Declarant or the Association, said lien to be enforceable by such beneficiary through any means (including non-judicial foreclosure) allowed by law; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding, valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

22. TERMS. These covenants and restrictions are to run with the land and shall be binding on all Lots and Owners in the Restricted Property and all persons claiming under them until January 1, 2019, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of at least seventy-five percent (75%) of the Lots is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

23. MAINTENANCE FUND. Each Lot and the Owner thereof shall be subject to an annual maintenance charge in an amount determined by Declarant (or by the Association, if in effect

with respect to such Lot) per year per residence for the purpose of creating a maintenance fund, and which maintenance fund charge shall be paid by the Owner of each Lot in conjunction with like charges to be paid by all other Owners. This maintenance charge will be paid by the Owner of each Lot within the Restricted Property to Declarant, or if established, the Association, in advance, the amount of annual installments to be determined by Declarant (or the Association), and the date of payment thereof commencing on January 1st of the year immediately following the year in which said Lot, with a residence constructed thereon, was sold by the builder of said residence.

The amount to be paid on the first annual payment date shall include the prorata portion of the year of sale in which the Owner owned such Lot with a residence thereon, plus the advance payment for the year subsequent to the year of such sale. In the event that an Owner of a Lot, other than a builder, owns a Lot and does not construct a residence thereon, such nonbuilding owner shall commence paying the maintenance charge and assessment thereof when requested to do so by Declarant or the Association. The amount of each maintenance assessment will be determined annually, and may be adjusted from year to year by Declarant or the Association, as the needs of the subdivision may in the judgment of Declarant or the Association, require.

The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance or installation of streets, paths, parks, parkways, esplanades, vacant Lots, lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of Declarant or the Association to maintain or improve the Restricted Property, or which it considers to be of general benefit to the Owners or occupants of the Restricted Property covered by these restrictions, it being understood that the judgment of Declarant or the Association, in the expenditure of said fund shall be final so long as said judgment is exercised in good faith.

The maintenance charge shall remain effective until January 1, 2019, and shall automatically be extended thereafter for successive periods of five (5) years; provided, however, that the then Owners of at least seventy-five percent (75%) of the Lots may revoke such maintenance charge on either January 1, 2019, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 2019, or at any time prior to the expiration of any successive five (5) year period thereafter.

To secure the payment of the Maintenance Fund established hereby and to be levied on individual residential Lots as above prescribed, there is hereby reserved a Vendor's Lien against each Lot for the benefit of Declarant or the Association, said lien to be enforceable by such beneficiary through any means (including non-judicial foreclosure) allowed by law; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien against any Lot on which there is an outstanding, valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give

the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

24. EFFECT OF NON-PAYMENT OF ASSESSMENT OR OTHER AMOUNTS.

(a) The obligations of Owners to pay maintenance assessments and to make reimbursements to Declarant (or the Association) for failure to comply with various provisions hereof shall be secured by a self-executing and continuing contract payment and performance lien (which shall be one and the same as the Vendor's Lien referred to in other provisions hereof). Such lien shall be at all times superior to any claim of homestead by or in any Owner. If any assessment, charge or reimbursement is not paid when due, as established by the Declarant or Association, then the unpaid amounts thereof shall (after the passage of any stated grace period in connection therewith) be considered delinquent and shall, together with interest accruing thereon at the lower of the maximum nonusurious rate of interest allowed by law or fifteen percent (15%) per annum, become a continuing debt secured by such lien against the Lot of the non-paying Owner, which shall bind such Lot and the Owner's heirs, representatives, successors and assigns. The personal obligation of the then-existing owner to pay such assessment or other amounts, however, shall remain the Owner's personal obligation and shall not pass to Owner's successors in title unless expressly assumed by them. However, the lien for the unpaid amounts thereof shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No diminution of the amounts due shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association.

(b) The Association shall have the right, subject to all applicable debt collection statutes, to prepare and file a lien affidavit in the public records of Harris County, Texas, which specifically identifies the unpaid assessments, charges or other amounts.

(c) In consideration of the benefits received and to be received by virtue of the ownership of Lots, each Owner (present and future) hereby grants, sells and conveys unto Declarant as trustee, each of Owner's Lots, as security for the obligations referred to in this section. In the event of failure of any Owner to timely pay its assessments, reimbursements or other amounts required in this Declaration, the beneficiary of such amount (being Declarant or the Association, if established) may elect to declare such indebtedness and all interest accrued with respect thereto fully due and payable (subject to any required notice and cure provisions set forth in the Texas Property Code), and to instruct the trustee, or its successor or substitute, at the request of such beneficiary, to enforce this trust, by compliance with Section 51.002 of the Texas Property Code, as amended, and in connection with a sale thereunder, such trustee shall convey the property sold thereby to the purchaser with general warranty binding upon Owner, Owner's heirs and assigns; and out of the sales proceeds, the trustee shall be entitled to reasonable costs and expenses of such sale, including attorneys' fees, and the balance thereof to be paid to the beneficiary to the extent of the amounts due, including interest, attorneys' fees and other costs and expenses due in connection therewith,

and the balance, if any, to Owner, Owner's heirs or assigns and/or to any other lienholders (if so required by law); and the recitals in the conveyance to the purchaser shall be full and conclusive evidence of the truth of the matters therein stated. The beneficiary shall have the right, at any time, to name a substitute or successor trustee, without any other formality than the designation thereof in writing.

(d) The provisions in this section shall not be deemed to limit or waive any other rights and remedies available under applicable law with respect to non-compliance with any of the provisions hereof by Owners.

25. RIGHTS OF MORTGAGEES. Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the Lot, at the time that the easements, agreements, restrictions, reservations, or covenants are violated.

26. ENFORCEMENT. The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent Owners of a Lot or Lots within the Restricted Property, and their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties.

27. DECLARANT OR ITS ASSIGNS. Declarant, may, at its discretion, assign or transfer any or all rights, privileges or powers accruing to Declarant by virtue of these restrictions to any person (or persons) or entity who shall stand in the stead of Declarant, for all purposes incident to the transfer or assignment and shall be subject to the rights, duties and obligations prescribed by these restrictions as if the assignee person, persons or entity were originally named herein. In order to be enforceable and effective, any such assignment or transfer shall be in writing and shall expressly state that the rights, duties and obligations of Declarant, or any specified portion

of such rights, duties and obligations, are assigned and transferred. Specific reference is made to the provisions hereof providing for the right of Declarant to establish or provide for the Association to exercise the rights and duties of Declarant pursuant to this Declaration.

28. IMPROVEMENT ASSOCIATION. The Association may, at its discretion, assign or transfer any or all rights, privileges or powers accruing to it by virtue of these restrictions for the Restricted Property to any incorporated or unincorporated improvement association which shall stand in the stead of the Association, for all purposes incident to the transfer or assignment and shall be subject to the rights, duties and obligations prescribed by these restrictions as if the assignee improvement association were originally named herein.

29. AMENDMENT BY DECLARANT. Notwithstanding any contrary provision in this Declaration, Declarant shall have the right to amend this Declaration from time to time, at any time prior to the assignment of Declarant's rights and obligations hereunder to the Association with respect to all of the Lots, by the execution and recording of an express amendment to this Declaration, which amendment shall not be required to be signed by any person or entity other than Declarant. The right of Declarant to amend this Declaration shall be subject only to the requirement that any amendment hereof shall not materially and substantially modify the general purpose of this Declaration to provide a reasonable and uniform and attractive residential neighborhood. Any Owner purchasing a Lot shall be deemed to have expressly consented and agreed to Declarant's right to amend this Declaration, as stated herein, and no such Owner shall have any right to make any claim or pursue any proceedings to impose any liability or obligations against Declarant arising out of any amendment contemplated herein.

30. ANNEXATION. Declarant shall have the right, at any time prior to January 1, 2019, without the consent of any other person or entity, to cause other properties to be annexed to and

522-87-3820

become a part of the property covered by this Declaration and to come within the jurisdiction of any Association established or designated for the Restricted Property. In order to evidence such annexation, Declarant shall record an amendment to this Declaration, setting forth the description of such property and any additional provisions relating thereto. Declarant shall have the right, upon so annexing additional property (the "Annexed Land") to perform all of the functions of the ACC with respect to the Annexed Land until such time as the last house has been built on the Annexed Land and sold to a homeowner, regardless of whether Declarant has previously assigned or subsequently assigns the rights of the ACC, with respect to the original Restricted Property, to the Association or has given written authority to subsequent Owners to be members or exercise the powers of the ACC.

31. SEVERABILITY. The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions, which shall remain in full force and effect.

EXECUTED this 14th day of December, 1998.

DECLARANT:

M.N.W. PROPERTIES, INC.,
a Texas corporation

By:  

James L. Goettee, President

\\ODMA\PCDOCS\HOUSTON_1\330146\1
1151998
19124-1

RETURN TO:
JoANN GARCIA
P. O. BOX 1504
HOUSTON, TEXAS 77251-1504

522-87-3821

THE STATE OF TEXAS

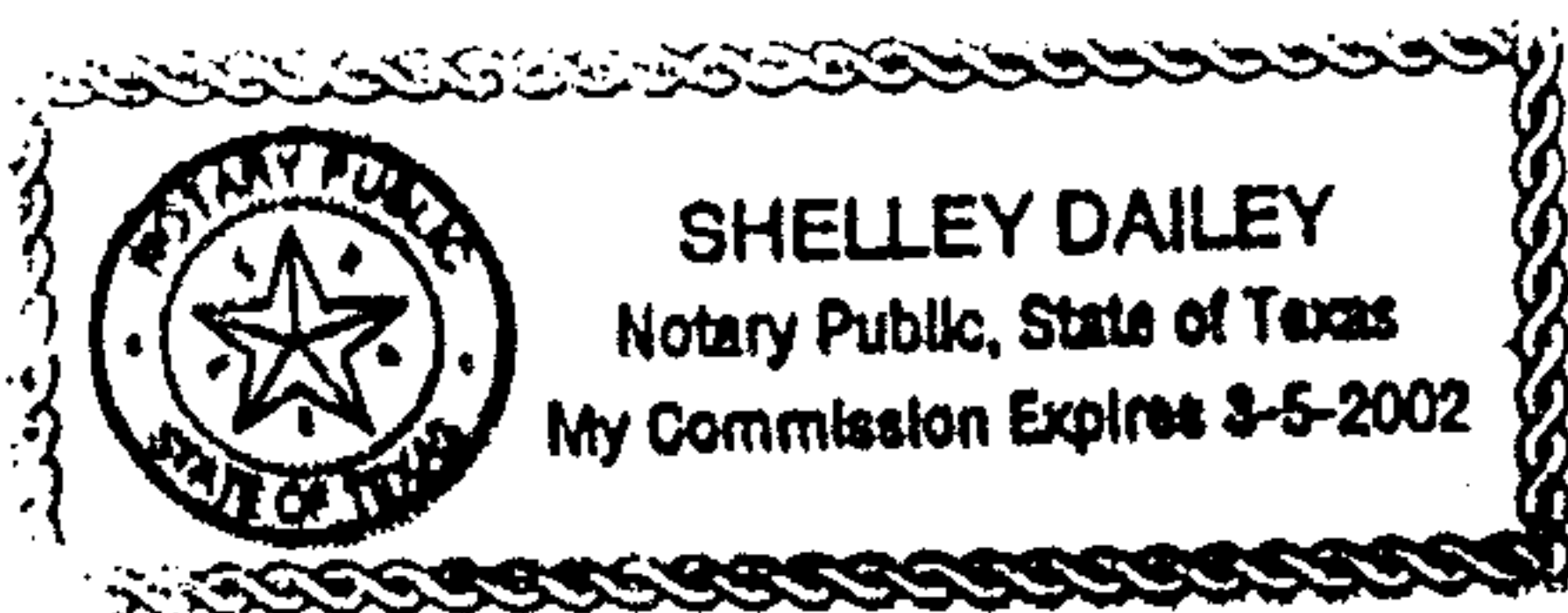
§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the day of 14th day of December, 1998, by James L. Goettee, President of M.N.W. Properties, Inc., a Texas corporation, on behalf of said corporation.



Shelley Dailey

Notary Public in and for
the State of TEXAS

FILED
98 DEC 17 PM 3:24
Bruce A. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

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

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

DEC 17 1998



Bruce A. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

STEWART TITLE HOUSTON DIVISION
Special / JAG/27

FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS FOR
WILLOWICK FOREST, SECTION TWO

This First Amendment to Declaration of Restrictions for Willowick Forest, Section Two (this "Amendment") is entered into effective as of June 30, 1999 by M.N.W. Properties, Inc., a Texas corporation ("Declarant").

RECITALS

Whereas, Declarant executed and recorded that certain Declaration of Restrictions for Willowick Forest, Section Two dated December 14, 1998 and filed for record in the office of the County Clerk of Harris County, Texas under Clerk's File No. T445415 (the "Declaration"), and

Whereas, Declarant desires to amend the Declaration in certain respects as more fully set forth herein in accordance with Section 29 of the Declaration.

Now, therefore, Declarant, pursuant to the provisions of Section 29 of the Declaration, hereby amends Section 10 of the Declaration by adding the following sentence to the last grammatical paragraph of said Section 10:

"No motor vehicle, whether operative or inoperative, may be kept on a driveway on any Lot (except in a closed garage) for a period of twenty-four (24) hours out of any forty-eight (48) hour period."

Except as specifically or by necessary implication modified hereby, the Declaration shall continue in full force and effect according to its original terms and conditions.

M.N.W. Properties, Inc., a Texas corporation

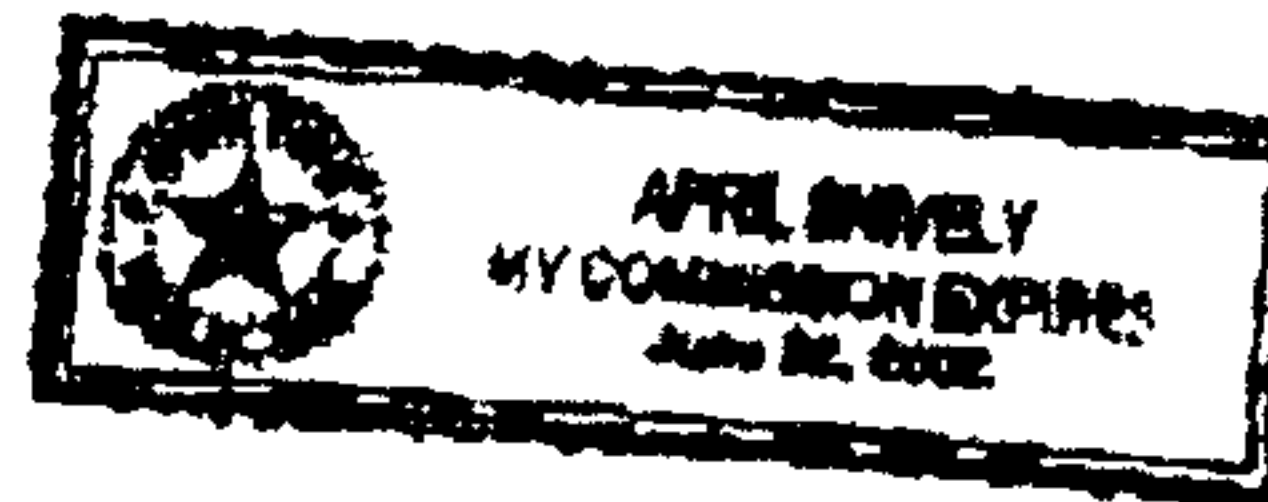
By


George L. Goettie, President

JUL 08 99 01:47p GEORGE GOETTEE TITLE RETAIL

1999 P. 03/00 100-010

THE STATE OF TEXAS
COUNTY OF HARRIS



This instrument was acknowledged before me on the 30 day of June, 1999,
by James L. Goette, President of M.N.W. Properties, Inc., on behalf of said corporation.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NOTARY JACOB GOETTEE, HOUSTON, TEXAS
001:00124-02

RETURN TO:
JOANN GAROLA
P. O. BOX 1804
HOUSTON, TEXAS 77251-1804