

DECLARATION

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COVENANTS, CONDITIONS AND RESTRICTIONS DEED RECORDS
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THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, NORWOOD HOMES, INC. is the owner of certain property in Harris County, Texas, described as follows:

Reserve "G", Block 2, LEAWOOD SECTION FOUR (4), a subdivision in Harris County, Texas, according to the plat of said subdivision recorded in Volume 152, Page 61 of the Map Records of Harris County, Texas, SAVE AND EXCEPT that certain portion of said Reserve "G" described by metes and bounds as follows:

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BEGINNING at the Northwest corner of the above said Reserve "G", said point also being in the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width and the Easterly right-of-way line of Leawood Boulevard;

THENCE S 76° 58' 00" E following along the South right-of-way of the above said Beechnut Street, a distance of 138.00 feet to a point for corner;

THENCE S 13° 02' 00" W a distance of 150.00 feet to a point for corner;

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THENCE N 76° 58' 00" W a distance of 119.62 feet to a point for corner in the Easterly right-of-way line of the above said Leawood Boulevard, based on 60.00 feet in width;

THENCE in a Northerly direction following along the Easterly right-of-way line of the above said Leawood Boulevard, being a curve to the right, having a radius of 300.00 feet, a central angle of 44° 52' 58", a distance of 140.99 feet to a point in the easterly right-of-way line of the above said Leawood Boulevard;

THENCE N 58° 02' 00" E continuing along the Easterly right-of-way line of the above said Leawood Boulevard, a distance of 20.00 feet to a point for corner and the PLACE OF BEGINNING;

from which property there has been, or will be, cut out 17 Building Sites for 101 Lots, all as hereinafter provided, said Building Sites being more fully described in Exhibit I, attached hereto and made a part hereof for all purposes; and all the remainder of said property shall constitute Common Area.

NOW THEREFORE, it hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties.

St. L.

PAT JOINER
ATTORNEY AT LAW
13600 MURPHY ROAD • P. O. DRAWER D
STAFFORD, TEXAS 77497

or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to LEAMONT HOME-OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or portion of a Lot, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All of the properties above described and the buildings, structures and improvements thereon, SAVE AND EXCEPT the seventeen (17) Building Sites above described and shall include for example, but not by way of limitation, all recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, pipes, wires, conduits and other public utility lines situated thereon.

Section 5. "Lot" or parcel, shall mean and refer to that portion of any of the seventeen (17) Building Sites (which except the Common Area) on which there is or will be constructed a single family townhouse which is to be individually and separately owned. For all purposes hereunder it shall be understood and agreed that said 17 Building Sites constitute one hundred and one Lots until such time, if any, as it may be determined that the number of single family townhouses are more or less than 101 in which case the number of separate lots

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shall be the number of single family townhouses built on the 17 Building Sites. Declarant shall be the owner of all of said 101 Lots SAVE AND EXCEPT only those particular lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof. "Townhouse" shall mean a single family residence unit joined together with at least one more single family residence by a common wall, or walls, and/or roof and/or foundation.

Section 6. "Declarant" shall mean and refer to NORWOOD HOMES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot. As a right running with the real property, ownership of each Lot shall entail the use and enjoyment of all walks, stairs, pavement, driveways, parking areas, entrances and exits owned by the Association and there shall always be access by both pedestrians and vehicles to and from each Townhouse to a street dedicated to public use without hindrance of such communication ways by the Association and/or Owners of the Townhouses. Title to the Common Area shall remain undivided in the Association so as to preserve the rights of the Owners with respect to their use and enjoyment of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lots owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant

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and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) two (2) years from the date hereof.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year

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Immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$300.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. As long as there is a Class B membership, the Board of Directors may charge and collect a fraction of the annual assessment on each Lot until the conveyance of said Lot by Declarant to an Owner, provided that any such fractional charge to Declarant shall not be less than fifty percent (50%).

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of

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taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 3(c) hereof, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law

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against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner by his acceptance of a deed to a Lot, hereby expressly vests in the LEAMONT HOMEOWNERS ASSOCIATION, INC., or its agents 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 on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale

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or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to and accepted by a local public authority; and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type.

Section 12. Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all townhouses, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual townhouses, shall be common expenses. All such insurance coverage, including insurance on individual townhouses obtained by the Board of Directors, shall be written in the name of the Association as Trustee for each of the townhouse owners. Insurance on individual townhouses obtained by such townhouse owners may be written in

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the name of the individual owners. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses so covered and a debt owned by the Owners and shall be collectible by any lawful procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owner's lot and townhouse and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any purchase-money and/or improvement mortgages and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the Owners and/or the Association, any Owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and

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payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 4, above to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event that such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners of the damaged townhouses as their interest may then appear. In the event of damage or destruction by fire or other casualty to any townhouse, carport, storage area or other property covered by insurance written in the name of an individual owner, said Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the carport, storage area and exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse, carport and storage area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhouse and carport and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to

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foreclosures as above provided.

Notwithstanding the foregoing provisions of this Section 12, it is further provided that the requirement for the maintenance of insurance on a townhouse shall not apply to any townhouse acquired by the Veterans Administration or Federal Housing Administration under a mortgage foreclosure during the period of Ownership by either of said Veterans Administration or Federal Housing Administration.

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ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owner of a Townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

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Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions

of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner, who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VI.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot after its purchase from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be

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required and this Article will be deemed to have been fully complied with.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees shrubs, grass, walks, carports, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, patios, window and door fixtures and hardware; maintenance and repair of these areas and items shall be the sole responsibility of the individual Lot owner.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII

USE RESTRICTIONS

Section 1. All buildings or structures on the property shall be of new construction.

Section 2. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 3. The Lots shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereof; nor shall any Owner's or resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

Section 4. No buildings other than Townhouses, being single family residences joined together by a common wall or walls, and/or roof

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and/or foundation, shall be constructed on the Lots.

Section 5. No building or structure shall be moved onto said Lots.

Section 6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 7. No advertising signs (except one "For Rent" or "For Sale" sign of not more than five square feet per Lot) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Lots.

Section 8. The foregoing covenants of this Article VIII shall not apply to the activities of LEAMONT HOMEOWNERS ASSOCIATION, INC., a non-profit corporation incorporated or to be incorporated under the laws of the State of Texas, or Declarant. Declarant may maintain, while constructing and selling the Townhouses, in or upon such portions of the property as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Section 10. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and streets, and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

Section 11. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and streets.

Section 12. Without prior written authorization of the Board of

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Directors no television or radio antennas of any sort shall be placed, allowed or maintained on any Lot or any portion of the exterior of the improvements located on the property, nor upon any structure situated upon the property.

Section 13. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior walls of the Townhouses, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

Section 14. No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by Owners of Lots, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed forty-eight (48) hours, family, guests and invitees of Owners of Lots may park their vehicles in the guest parking areas provided on the properties. Guest parking areas are not intended for use by the Owner of Lots for parking or storing boats, trailers, camping units, or any personal vehicles and the Board of Directors may insure the proper use of said areas in such legal manner as it deems necessary.

Section 15. Except in the individual patio area appurtenant to a townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the building or as approved by the Association's Board of Directors or their designated architectural committee. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual Lot owner and not in any

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manner the responsibility of the Association.

ARTICLE IX

EASEMENTS

Section 1. Each Townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and over-hang of the structures built by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event a multi-family building containing two or more Townhouses, is partially or totally destroyed and then rebuilt, the Owners of the Townhouses agree that valid easements shall exist for any encroachment resulting therefrom.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said property for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephones, electricity, and gas. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across and under the roofs and exterior walls of the Townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the property until approved by Declarant or the Association's Board of Directors. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement by separate recordable instrument, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. Underground single phase electric service shall be available to 101 residential Townhouses on the 101 Lots aforesaid and to the recreation buildings to be constructed on the Common Area and the metering equipment shall be located on the exterior surfaces of their walls at a point to be designated

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by the utility company. The utility company furnishing the service shall have a two foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the Townhouse buildings.

Section 4. Neither Declarant nor any utility company using the easements shall be liable for any damage done by them, their employees, or agents, to shrubbery, trees, flowers, or improvements other than those built by Declarant and located on the land covered by said easements.

Section 5. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 6. Easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plat and instruments recorded in the office of the County Clerk of Harris County, Texas and by instruments that may hereafter be recorded in said office as provided in Section 2 of this Article IX above. Copies of these shall be kept on file in the initial registered office of the Association. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

Section 7. The Association, its agents, the members, and their families, or guests or invitees, shall have a blanket easement for ingress or egress in and upon each lot save and except for the individual townhouse, the private patios and carport areas thereon.

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ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded in Harris County, Texas.

Section 4. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the

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Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Books and Records. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. Copies of the Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association. Upon order additional copies may be purchased at a reasonable cost.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd of November 1970.

NORWOOD HOMES, INC.

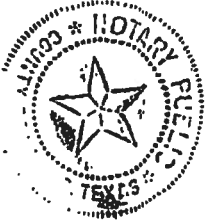
By Harlan E. Smith
Harlan E. Smith, Vice President



THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared HARLAN E. SMITH, Vice President of NORWOOD HOMES, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Houston, Texas, this 3rd day of November, 1970.



Charles J. Hensley
Notary Public in and for Harris County, Texas

122-29-1266

Federal Housing Administration or the Veterans Administration;

Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Books and Records. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. Copies of the Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association. Upon order additional copies may be purchased at a reasonable cost.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd of November, 1970.

NORWOOD HOMES, INC.

By: Harlan E. Smith
Harlan E. Smith, Vice President



STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared HARLAN E. SMITH, Vice President of NORWOOD HOMES, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Houston, Texas, this 3rd day of November, 1970.



Charles J. Hensley
Notary Public in and for Harris County, Texas

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122-29-1266

The undersigned owner and holder of liens upon Reserve "G", Block Two, of LEAWOOD, SECTION FOUR (4), according to the plat thereof recorded in Volume 152, Page 61 of the Map Records of Harris County, Texas, does hereby ratify, consent and agree to the provisions of the foregoing Planned Unit Development Declaration.



[Signature]
Assistant Secretary

FIRST CONTINENTAL MORTGAGE CO.

By: [Signature]
J. T. Duncan, Jr., Vice President

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THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared J. T. Duncan, Jr., Vice, President of FIRST CONTINENTAL MORTGAGE CO., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

122-29-1267

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of November, 19 70.



[Signature]
Notary Public in and for Harris County, Texas

Building Site No. 1

Being a tract of land out of Reserve "G" of Block 5 of Leawood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of the above said Reserve "G", said point also being in the Easterly right-of-way line of Leawood Boulevard, based on 60.00 feet in width;

THENCE S 68° 58' 15" E following along the South line of the above said Reserve "G" a distance of 40.01 feet to a point;

THENCE N 12° 17' 56" W a distance of 92.16 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 12° 17' 56" W a distance of 225.00 feet to a point for corner;

THENCE N 77° 42' 04" E a distance of 56.00 feet to a point for corner;

THENCE S 12° 17' 56" E a distance of 225.00 feet to a point for corner;

THENCE S 77° 42' 04" W a distance of 56.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

Building Site No. 2

Being a tract of land out of Reserve "G" of Block 5 of Leawood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of the above said Reserve "G", said point also being in the Easterly right-of-way line of Leawood Boulevard, based on 60.00 feet in width;

THENCE S 68° 58' 15" E following along the South line of the above said Reserve "G" a distance of 142.94 feet to a point;

THENCE N 12° 17' 56" W a distance of 63.58 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 12° 17' 56" W a distance of 225.00 feet to a point for corner;

THENCE N 77° 42' 04" E a distance of 59.00 feet to a point for corner;

THENCE S 12° 17' 56" E a distance of 225.00 feet to a point for corner;

THENCE S 77° 42' 04" W a distance of 59.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

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Building Site No. 3

Being a tract of land out of Reserve "G" of Block 5 of Leawood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of the above said Reserve "G", said point also being at the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width and the Easterly right-of-way line of Leawood Boulevard;

THENCE S 76° 58' 00" E following along the South right-of-way line of the above said Beechnut Street a distance of 188.00 feet to a point;

THENCE S 13° 02' 00" W a distance of 20.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE S 76° 58' 00" E a distance of 225.00 feet to a point for corner;

THENCE S 13° 02' 00" W a distance of 56.00 feet to a point for corner;

THENCE N 76° 58' 00" W a distance of 225.00 feet to a point for corner;

THENCE N 13° 02' 00" E a distance of 56.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

Building Site No. 4

Being a tract of land out of Reserve "G" of Block 5 of Leawood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of the above said Reserve "G", said point also being at the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width and the Easterly right-of-way line of Leawood Boulevard;

THENCE S 76° 58' 00" E following along the South right-of-way line of the above said Beechnut Street a distance of 188.00 feet to a point;

THENCE S 13° 02' 00" W a distance of 106.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE S 76° 58' 00" E a distance of 225.00 feet to a point for corner;

THENCE S 13° 02' 00" W a distance of 56.00 feet to a point for corner;

THENCE N 76° 58' 00" W a distance of 225.00 feet to a point for corner;

THENCE N 13° 02' 00" E a distance of 56.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

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Building Site No. 5

Being a tract of land out of Reserve "G" of Block 5 of Leewood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of the above said Reserve "G", said point also being in the Easterly right-of-way line of Leewood Boulevard, based on 60.00 feet in width;

THENCE S 68° 58' 15" E following along the South line of the above said Reserve "G" a distance of 196.23 feet to a point;

THENCE N 13° 02' 00" E a distance of 53.48 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 13° 02' 00" E a distance of 251.00 feet to a point for corner;

THENCE S 76° 58' 00" E a distance of 56.00 feet to a point for corner;

THENCE S 13° 02' 00" W a distance of 251.00 feet to a point for corner;

THENCE N 76° 58' 00" W a distance of 56.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

Building Site No. 6

Being a tract of land out of Reserve "G" of Block 5 of Leewood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of the above said Reserve "G", said point also being in the Westerly right-of-way line of Leamont Drive, based on 60.00 feet in width;

THENCE N 68° 58' 15" W following along the South line of the above said Reserve "G" a distance of 376.76 feet to a point;

THENCE N 04° 51' 26" E a distance of 286.52 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE N 85° 08' 34" W a distance of 225.00 feet to a point for corner;

THENCE N 04° 51' 26" E a distance of 59.00 feet to a point for corner;

THENCE S 85° 08' 34" E a distance of 225.00 feet to a point for corner;

THENCE S 04° 51' 26" W a distance of 59.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

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122-29-1270

Building Site No. 7

Being a tract of land out of Reserve "G" of Block 2 of Leewood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of the above said Reserve "G", said point also being in the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width and the Easterly right-of-way line of Leewood Boulevard;

THENCE S 76° 58' 00" E following along the South right-of-way line of the above said Beechnut Street, a distance of 319.88 feet to a point of curve;

THENCE continuing along the South right-of-way line of the above said Beechnut Street, being a curve to the left, having a radius of 2,050.00 feet, a central angle of 12° 20' 57", a distance of 141.24 feet to a point;

THENCE S 13° 02' 00" E a distance of 10.40 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE S 76° 58' 00" E a distance of 56.00 feet to a point for corner;

THENCE S 13° 02' 00" W a distance of 183.00 feet to a point for corner;

THENCE N 76° 58' 00" W a distance of 56.00 feet to a point for corner;

THENCE N 13° 02' 00" E a distance of 183.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

Building Site No. 8

Being a tract of land out of Reserve "G" of Block 2 of Leewood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of the above said Reserve "G", said point also being in the Westerly right-of-way line of Leamont Drive, based on 60.00 feet in width;

THENCE N 68° 58' 15" W following along the South line of the above said Reserve "G" a distance of 297.57 feet to a point;

THENCE N 00° 41' 03" E a distance of 115.10 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE N 89° 18' 57" W a distance of 56.00 feet to a point for corner;

THENCE N 00° 41' 03" E a distance of 183.00 feet to a point for corner;

THENCE S 89° 18' 57" E a distance of 56.00 feet to a point for corner;

THENCE S 00° 41' 03" W a distance of 183.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

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Building Site No. 9

Being a tract of land out of Reserve "G" of Block 5 of Leawood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of the above said Reserve "G", said point also being in the Easterly right-of-way line of Leawood Boulevard, based on 60.00 feet in width;

THENCE S 68° 58' 15" E following along the South line of the above said Reserve "G" a distance of 283.07 feet to a point;

THENCE N 13° 02' 00" E a distance of 70.79 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 13° 02' 00" E a distance of 109.00 feet to a point for corner;

THENCE S 76° 58' 00" E a distance of 56.00 feet to a point for corner;

THENCE S 13° 02' 00" W a distance of 109.00 feet to a point for corner;

THENCE N 76° 58' 00" W a distance of 56.00 feet to a point for corner; and the PLACE OF BEGINNING of the tract of land herein described.

Building Site No. 10

Being a tract of land out of Reserve "G" of Block 2 of Leawood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of the above said Reserve "G", said point also being in the Easterly right-of-way line of Leawood Boulevard, based on 60.00 feet in width;

THENCE S 68° 58' 15" E following along the South line of the above said Reserve "G" a distance of 347.24 feet to a point;

THENCE N 21° 01' 45" E a distance of 50.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE N 21° 01' 45" E a distance of 79.00 feet to a point for corner;

THENCE S 68° 58' 15" E a distance of 177.10 feet to a point for corner;

THENCE S 21° 01' 45" W a distance of 79.00 feet to a point for corner;

THENCE N 68° 58' 15" W a distance of 177.10 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

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Building Site No. 11

Being a tract of land out of Reserve "G" of Block 5 of Leawood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of the above said Reserve "G", said point also being in the Westerly right-of-way line of Leamont Drive, based on 60.00 feet in width;

THENCE N 68° 58' 15" W following along the South line of the above said Reserve "G" a distance of 75.53 feet to a point;

THENCE N 21° 01' 45" E a distance of 75.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE N 68° 58' 15" W a distance of 109.00 feet to a point for corner;

THENCE N 21° 01' 45" E a distance of 56.00 feet to a point for corner;

THENCE S 68° 58' 15" E a distance of 109.00 feet to a point for corner;

THENCE S 21° 01' 45" W a distance of 56.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

Building Site No. 12

Being a tract of land out of Reserve "G" of Block 5 of Leawood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of the above said Reserve "G", said point also being in the Westerly right-of-way line of Leamont Drive, based on 60.00 feet in width;

THENCE N 68° 58' 15" W following along the South line of the above said Reserve "G" a distance of 244.24 feet to a point;

THENCE N 00° 41' 03" E a distance of 136.02 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 00° 41' 03" E a distance of 56.00 feet to a point for corner;

THENCE S 89° 18' 57" E a distance of 179.00 feet to a point for corner;

THENCE S 00° 41' 03" W a distance of 56.00 feet to a point for corner;

THENCE N 89° 18' 57" W a distance of 179.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

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Building Site No. 13

Being a tract of land out of Reserve "G" of Block 5 of Leewood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of the above said Reserve "G", said point also being at the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width and the Westerly right-of-way line of Leamont Drive;

THENCE S 44° 18' 57" E a distance of 20.00 feet to a point in the Westerly right-of-way line of Leamont Drive, based on 60.00 feet in width;

THENCE S 00° 41' 03" W following along the Westerly right-of-way line of the above said Leamont Drive a distance of 325.64 feet to a point;

THENCE N 89° 18' 57" W a distance of 10.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE S 00° 41' 03" W a distance of 59.00 feet to a point for corner;

THENCE N 89° 18' 57" W a distance of 179.00 feet to a point for corner;

THENCE N 00° 41' 03" E a distance of 56.00 feet to a point for corner;

THENCE S 89° 18' 57" E a distance of 179.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

Building Site No. 14

Being a tract of land out of Reserve "G" of Block 5 of Leewood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of the above said Reserve "G", said point also being at the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width and the Westerly right-of-way line of Leamont Drive;

THENCE S 44° 18' 57" E a distance of 20.00 feet to a point in the Westerly right-of-way line of Leamont Drive, based on 60.00 feet in width;

THENCE S 00° 41' 03" W a distance of 232.64 feet to a point;

THENCE N 89° 18' 57" W a distance of 10.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE S 00° 41' 03" W a distance of 56.00 feet to a point for corner;

THENCE N 89° 18' 57" W a distance of 179.00 feet to a point for corner;

THENCE N 00° 41' 03" E a distance of 56.00 feet to a point for corner;

THENCE S 89° 18' 57" E a distance of 179.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

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Building Site No. 15

Being a tract of land out of Reserve "G" of Block 2 of Leewood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of the above said Reserve "G", said point also being in the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width and the Westerly right-of-way line of Leamont Drive;

THENCE N 89° 18' 57" W following along the South right-of-way line of the above said Beechnut Street, a distance of 110.00 feet to a point;

THENCE S 00° 41' 03" W a distance of 10.70 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing S 00° 41' 03" W a distance of 183.00 feet to a point for corner;

THENCE N 89° 18' 57" W a distance of 59.00 feet to a point for corner;

THENCE N 00° 41' 03" E a distance of 183.00 feet to a point for corner;

THENCE S 89° 18' 57" E a distance of 59.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

Building Site No. 16

Being a tract of land out of Reserve "G" of Block 5 of Leewood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of the above said Reserve "G", said point also being at the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width, and the Westerly right-of-way line of Leamont Drive;

THENCE N 89° 18' 57" W following along the South right-of-way line of the above said Beechnut Street, a distance of 169.74 feet to a point of curve;

THENCE continuing along the South right-of-way line of the above said Beechnut Street, being a curve to the right, having a radius of 2,050.00 feet, a central angle of 12° 20' 57", a distance of 25.74 feet to a point;

THENCE S 04° 51' 26" W a distance of 126.89 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing S 04° 51' 26" W a distance of 78.50 feet to a point for corner;

THENCE N 85° 08' 34" W a distance of 195.00 feet to a point for corner;

THENCE N 04° 51' 26" E a distance of 78.50 feet to a point for corner;

THENCE S 85° 08' 34" E a distance of 195.00 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

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Building Site No. 17

Being a tract of land out of Reserve "G" of Block 2 of Leewood, Section 4, according to the map as recorded in Volume 152, page 61 of the Map Records of Harris County, Texas, and being more particularly described by mates and bounds as follows:

COMMENCING at the Northeast corner of the above said Reserve "G", said point also being in the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width and the Westerly right-of-way line of Leamont Drive;

THENCE N 89° 18' 57" W following along the South right-of-way line of the above said Beechnut Street, a distance of 79.20 feet to a point;

THENCE S 00° 41' 03" W a distance of 15.14 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE S 89° 18' 57" E a distance of 78.50 feet to a point for corner;

THENCE S 00° 41' 03" W a distance of 192.10 feet to a point for corner;

THENCE N 89° 18' 57" W a distance of 78.50 feet to a point for corner;

THENCE N 00° 41' 03" E a distance of 192.10 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described.

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Ret: Pat Joiner
P.O. Brewer "D"
Stafford, Texas
77499