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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR
MORNINGSIDE PLACE

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This Declaration of Covenants, Conditions, and Restrictions is made this the 31st day of January, 1985, by SOUTHBELT PROPERTIES, INC., a Texas Corporation (hereinafter referred to as "Declarant"), together with such other persons whose names may be subscribed hereto (hereinafter referred to as "subscribers").

W I T N E S S E T H :

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Declarant and the subscribers are the owners of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant and the subscribers intend by this Declaration to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within MORNINGSIDE PLACE, Section I, a community in Harris County, Texas. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and the interrelationships of component residential associations, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as is now or may hereafter be submitted to this Declaration. The Association hereby created may also perform educational, recreational, charitable, and other social welfare activities.

NOW THEREFORE, Declarant and the subscribers hereby declare that all of the property described in Exhibit "A", save and except for Unrestricted Reserve "E" which is specifically excluded from this Declaration, and any additional property as may, by subsequent amendment be added to and subjected to this Declaration 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 submitted to this Declaration and which shall be binding on all

parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Architectural Control Committee" (ACC) shall be as defined in Article VIII, Section 2.

Section 2. "Area of Common Responsibility" shall mean and refer to:

- (a) The Common Area;
- (b) those areas, if any, which by contract, within Morningside Place, become the responsibility of the Association; and
- (c) any manager's office located on the Properties.

Section 3. "Association" shall mean and refer to MORNINGSIDE PLACE COMMUNITY SERVICES ASSOCIATION, INC., a Texas nonprofit corporation, its successors and assigns.

Section 4. "Attached Garage" is a garage which is part of the volume of the residence which it serves, shall have at least one of its walls contiguous to interior space of the residence, and shall have no more than three (3) exterior walls of its own and in all instances shall accommodate Two (2) vehicles and be entirely enclosed.

Section 5. The "Board of Directors" or "Board" shall be the elected body of the Association having ascribed to it under the Texas Non-Profit Corporation Act and the powers set forth herein.

Section 6. "Builders" shall be any person or entity who takes lots directly from the Developer and who regularly engages in the construction of houses or townhouses for resale.

Section 7. "Common Area" shall mean all real and personal property now or hereafter utilized by the Association for the common use and enjoyment of the Owners, including by way of example, all esplanades within all public or private streets

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and roadways, street lights, clubhouses, pools, athletic fields, green belt areas, waterways and landscape reserves, as specifically shown on the plat or as named herein of any of the Properties established for the purpose of providing open space for aesthetic, drainage or recreational uses, whether or not owned by the Association.

Section 8. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 9. "Declarant" shall mean SOUTHBELT PROPERTIES, INC., a Texas corporation, its successors and assigns.

Section 10. "Design Concept Approval" shall be as defined in Article VIII, Section 4.

Section 11. "Design Development Plan" shall be as defined in Article VIII, Section 3.

Section 12. "Developer" shall mean SOUTHBELT PROPERTIES, INC., a Texas Corporation, its successors and assigns.

Section 13. "Exterior Plan" shall be as defined in Article VIII, Section 3.

Section 14. "Fence" shall be defined as a structure built for the purposes of separating or enclosing lots or parcels of land for reason of security, privacy, ornamentation, or some combination of these reasons. A "fence" connotes a structure, built primarily of wood, masonry, or metal, which may serve either as a visual screening device ("solid fence" or privacy fence") or as a barrier or enclosure which may be seen through ("open fence").

Section 15. "Final Approval" shall be as defined in Article VIII, Section 3.

Section 16. "General Assessment" shall mean the assessment created for the purpose of paying the expenses of the Association as a whole.

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Section 17. "Hedge" shall be defined as a row of shrubs or trees which are planted and maintained to serve a function similar to that of a fence or wall.

Section 18. "Improvement" or "Improvements" shall mean all structures or other improvements to any portion of the Properties of any kind whatsoever, whether above or below grade, including, but not limited to, structures, buildings, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto.

Section 19. "Lighting Plan" shall be as defined in Article VIII, Section 2.

Section 20. "Lot" shall mean and refer to any plot of land, whether improved or unimproved, with or without structures, shown in any recorded plat of any portion of the Properties, save and except Common Areas and Unrestricted Reserve "E" and that property dedicated to a governmental entity.

Section 21. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 22. "Mortgage" shall include a Deed of Trust, as well as any other similar instrument of indebtedness.

Section 23. "Mortgagee" shall include a beneficiary or holder of a Deed of Trust, as well as a mortgagee.

Section 24. "Mortgagor" shall include the trustor of a Deed of Trust, as well as a mortgagor.

Section 25. "Occupant" shall mean any person legally entitled to occupy and use all or a portion of the Properties.

Section 26. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any part of the Properties, including lots, with or without improvements or structures thereon, if such portion of the Properties is

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subject to a Lease, it shall include the Lessee, in addition to the Fee Owner, whether one or more Persons, of such portion of the Properties, but notwithstanding any applicable theory of mortgage, not a mortgagee unless and until such mortgagee has acquired title to the fee or leasehold estate in a grant pursuant to foreclosure or a deed or a proceeding in lieu of foreclosure.

Section 27. "Person" means a natural person, a corporation, a partnership, trustee, estate, or other legal entity.

Section 28. "Property" or "Properties" shall mean and refer to the real property described in Exhibit "A", attached hereto, save and except for Unrestricted Reserve "E" and any property dedicated to a governmental entity, and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration.

Section 29. "Proposed Use Plan" shall be as defined in Article VIII, Section 2.

Section 30. "Residence" shall be defined as a dwelling house or townhouse for occupation by a single family or if persons unrelated by affinity or consanguinity than such number shall not exceed two (2) adults, as well as by any servant(s) whom the family may retain. A residence shall be the primary structure on its Lot, and only one residence shall be permitted on each Lot.

Section 31. "Residential Unit" shall mean any portion of the Properties, including both lot and improvements thereon, if any, intended for any type of independent ownership for use and occupancy as a dwelling by a single household, being persons related by consanguinity, affinity or adoption, or if persons unrelated by affinity or consanguinity then such numbers shall not exceed two (2) adults and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) detached homes, fee simple townhouses,

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patio, or zero lot line homes, and lots not yet built upon, as may be developed, use and defined, as herein provided or as provided in subsequent Declarations covering all or a part of the Properties.

Section 32. "Signage Plan" shall be as defined in Article VIII, Section 2.

Section 33. "Site Plan" shall be as defined in Article VIII, Section 2.

Section 34. "Special Assessment" shall mean an additional assessment created for any purposes of the Association as a whole.

Section 35. "Submitted Plans" shall be as defined in Article VIII, Section 6.

Section 36. "Wall" shall be defined as a structure built for the purpose of separating detached residential units on zero lot line residential units on the common structure separating non-detached residential units on townhouses.

Section 37. "Waterway" shall mean any waterway contained within the Properties (including without limitation all ponds and lakes), up to the shoreline, levee, or bulkhead along such waterway, together with any adjacent areas contained within the boundaries of any easement appurtenant thereto including outfall systems to Clear Creek.

ARTICLE II

Membership and Voting Rights

Section 1. Membership. Every person or entity who is the record Owner of a fee or undivided fee interest in any Residential Unit, property, or lot, that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security

interest shall not terminate the Owner's membership. In the event of multiple Owners, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member, the member's spouse, or the member's designated agent.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) Class "A". Class "A" members shall be all Owners, including builders, with the exception of the Class "B" members.

Class "A" members shall be entitled on all issues to one (1) vote for each Residential Unit or Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interest in any Residential Unit, the one (1) vote for such Residential Unit or Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one person seeks to exercise it. Any Owner of Residential Units which are leased may, in the lease or other writing instrument, assign the voting right appurtenant to that Residential Unit to the Lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". Class "B" members shall be the Developer/Declarant and any successor of Developer/Declarant who takes title for the purpose of Development and shall exclude Builders. Class "B" Developer/Declarant members shall originally be entitled to One Thousand (1000) votes; at the closing of each lot from Developer to Builder, one vote for each closed lot shall pass from Developer to Builder and shall become a Class "A" vote and the Class "B" notes shall be decreased by one (1) vote for each Class "A" vote so existed. The Class "B" membership shall terminate upon the happening of the earlier of the following:

- (i) January 1, 1992; or
- (ii) when, in its sole discretion, the Developer/Declarant so determines.

Class "B" members shall have all of the voting rights as do Class "A" members.

ARTICLE III

Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Areas subject to any restriction or limitations contained in any Deed or Amendment to this Declaration conveying to the Association or subjecting to this

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Declaration such property rule or regulation of the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants customers, clients and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt. Every Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to a Residential Unit so owned and shall have the right to lateral support for a Residential Unit, and such rights shall be appurtenant to and pass with the title to each Residential Unit.

ARTICLE IV

Use Restrictions

Section 1. Permitted Use. The Properties shall be used only for residential, recreational, and related purposes as may be more particularly be set forth in this Declaration, amendments hereto and no signage shall be permitted, save and except by and for Developer's and Builder's purposes and for customary real estate sale signs. The Association, acting through the Board of Directors, shall have the right and the power to enforce, including seeking legal and equitable relief, use restrictions contained in these declarations.

Section 2. Prohibited Use. Industrial, professional, retail, and commercial use, save and except the Developer's and Builder's reasonable and customary usage of the Properties is prohibited. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. No activity or use shall be permitted on or with respect to the Property which is determined by the Board to be obnoxious to or out of harmony with a distinctive community including, but not limited to any trailer houses and parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and

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any fire, bankruptcy or auction sale or operation. No excavations shall be made and no sand, gravel or soil shall be removed from the Properties except in connection with a grading and/or building plan approved as provided herein. No burning of rubbish or trash shall be permitted at any time. No storage of rubbish or trash shall be permitted at any time outside any building, except in closed airtight containers appropriately screened from view. No open storage areas shall be permitted between any building and the property lines of such Property.

Section 3. Animal Husbandry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the subdivision, except that no more than a total of two (2) normal household pets may be kept in Residential Units, subject to Rules and Regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purposes within the subdivision. The Board shall have the absolute power to prohibit pets from being kept in a Neighborhood, including inside Residential Units constructed thereon; and further to regulate their conduct including being on a leash when outside of the Residential Unit.

Section 4. Antennae.

No antenna or device of similar type shall be erected, constructed, placed, or permitted to remain on any house, structure, improvement or building.

Section 5. Window Air Conditioners. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any bulding in any part of the Properties, except that the ACC may, at its discretion, permit window or wall type air conditioners to be installed if such unit, when installed, shall not be visible from a street or waterway, such permission to be granted in writing.

Section 6. Fences.

(a) All rear fencing of waterfront lots shall be of wrought iron, or such other materials as may be approved by the ACC, and shall be black in color, with the tops of the uprights five foot above grade, with two horizontal members proportionally spaced and with the vertical members on five inch center spacing. The vertical members shall be 1/2 inch square bar and the horizontal members shall be 1/2 inch square bar. Each and every waterfront lot shall have said rear fencing to include a matching, not less than four foot nor more than six foot wide, swinging gate. Said fence shall be so constructed and installed as to permit open visual view to and from waterways and nothing shall be attached thereto or placed in such a manner as to diminish or obstruct said view. Said fencing shall be set back a minimum of ten feet from the rear property line and shall in no way infringe upon the ten foot easement surrounding the waterway.

(b) All side privacy fencing on waterfront lots shall be a maximum of six foot in height as measured from grade and shall be constructed of wood and shall be tapered to tie into to the wrought iron fencing in a smooth blend.

(c) Side and rear fencing on non-waterfront lots shall be a maximum of six foot in height as measured from grade and shall be constructed of wood, save and except as otherwise specifically set forth herein.

(d) The perimeter fencing running along Cullen Boulevard and surrounding the subdivision shall be of a repeating pattern and style as selected in the sole discretion of the Developer.

Section 7. Visual Restrictions. In addition to architectural control standards promulgated by the ACC the following restrictions shall apply :

(a) On front lawns and wherever else visible from any streets or waterways, there shall be no decorative appurtenances placed such as sculptures, bird baths, bird houses, fountains, or other decorative embellishments unless such specific items have been approved in each instance in writing by the ACC:

(b) All playground and recreational equipment shall be placed at the rear, and no other place, of a Residential Unit:

(c) No outside clothesline or other apparatus for clothes drying shall be permitted that is visible from any street or waterway:

(d) No repair work shall be conducted upon any vehicle while the same is located upon the property and within the confines of the subdivision whether the same be in the yards, driveways, or streets therein.

(e) No disabled vehicles shall be permitted to remain upon the property, whether in the yard, driveway, or streets within the perimeter of the subdivision for a period longer than 24 hours.

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(f) No trucks, save and except for pick-up trucks and standard size vans, the term van is used in its common meaning and excludes step vans and cube vans and other similar types of heavier vans, shall not be parked in any one position for a period of more than 24 hours. In order to constitute a new position said prohibited truck must be removed from within the subdivisions perimeters for a period of not less than 8 hours.

(g) No recreational vehicles shall be parked in a position where they are visible from any street or waterway. Recreational vehicle shall be defined as its commonly understood and shall include campers, camping trailers, dune buggies, off road vehicles, boats on trailers, trailers, but shall exclude customized vans meeting the description of permitted vans in the foregoing paragraph. No vehicle of any kind may be parked upon any street within the perimeter of the subdivision for a period of longer than 48 hours without being moved from said position to a location outside of the perimeters of the subdivision for at least 8 hours.

Section 8. Sidewalks. Sidewalks meeting F.H.A. specifications for subdivisions shall be constructed and maintained, as Part of the Common Area, on the appropriate customary portions of all lots on the front and sides as appropriate.

Section 9. Single Family Detached, Single Family Zero Lot Line Detached or Single Family Townhouse Attached, Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling unit, one detached zero Lot line unit or one attached fee simple Townhouse residential family dwelling unit used for residential purposes only, and not to exceed three (3) stories in height. Each such dwelling on a plotted Lot shall have an attached garage for two (2) or more cars.

Section 10. Minimum Square Footage Within Improvements. Those Lots described above as shown on the plat of Morningside Place Section One, are restricted to single family detached dwellings with a minimum of 1100 square feet, or a detached zero Lot line dwelling with a minimum of 1100 square feet or an attached fee simple townhouse dwelling with a minimum of 1100 square feet of livable area, exclusive of open porches and garages.

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Section 11. Location of Residence on Lot. No building shall be located on any Lot nearer to the front building line or nearer to the side street than the minimum building setback lines shown on the recorded plat and on waterfront lots no closer than two (2) feet from the rear utility easement. For the purposes of this Covenant, eaves, steps, patios and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these Restrictions, the front of each Lot shall coincide with and be the Property line having the smallest dimension abutting a street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to two (2) feet in any direction in house locations. It shall be the intention of this Covenant to allow placement of residential structures at the option of Declarant or any entity constructing a dwelling on any Lot using one of four (4) acceptable methods, said methods hereinafter known and defined as:

1. Standard Single Family Residence (Detached) Option.
The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than three (3) feet from either side Property line except that on all corner Lots no structure shall be erected nearer than eight (8) feet from the side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear Lot line and waterfront lots no closer than two (2) feet to said utility easement.
2. Zero Lot Line (Detached) Option.
(a) Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed so as to provide that a minimum of one (1) wall of the residence structure shall be constructed adjacent to and abutting a side Lot line. Such side Lot line where there is such construction shall be hereinafter referred to as the "Zero Lot Line". Provided, however, that an open court or aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry or wood wall, wall must, as is the case with the residence wall, be constructed adjacent to the abutting Zero Lot Line and enclose the court or patio in such manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls have no exterior objects or appurtenances such as, for

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example, there shall be no electric panels, vents, plumbing clean outs, windows or openings of any kind unless such Zero Lot Line side is on the street side of a corner Lot. If the Zero Lot Line side is on the street side of a corner Lot, normal openings and exterior appurtenance may be constructed on the dwelling abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the Zero Lot Line dwelling may extend and encroach over the Zero Lot Line for a distance between the Zero Lot line and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any Utility Easement along the rear Lot line and on waterfront lots.

(b) Zero Lot Line Access Easement. Upon the election by Declarant, its successors and/or assigns of the Zero Lot Line Option as evidenced by completion on a Lot of construction of any residence complying therewith, each such Lot shall have a five (5) foot access easement extending th entire depth of the Zero Lot Line wall, over, on and across the adjacent Lot, for the construction repair and maintenance of improvements located on the Zero Lot Line. Conditions and use of the Zero Lot Line Access Easement are hereby declared and established by and between the Owner of the Zero Lot Line Lot and the Owner of the adjacnet lot, which shall be covenants running with the land and binding both of the above mentioned Owners and all of the respective heirs and assigns forever; to-wit:

- (i) The Zero Lot Line Owner must replace any fencing, landscaping or other items on the adjacent Lot that he may disturb during construction, repair or maintenance.
- (ii) This easement, when used by the Zero Lot Line Lot Owner for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced.
- (iii) The Zero Lot Line Lot Owner must notify the Owner of the adjacent Lot of his intent to do any construction, repair or maintenance upon the Zero Lot Line wall at least twenty-four (24) hours prior to starting any work, with the hours that such access easement may be utilized being between 8:00 a.m. and 5:00 p.m. Monday through Friday, and 9:00 a.m. throught 6:00 p.m. on Saturday.
- (iv) Both the Zero Lot Line Lot Owner and the adjacent Lot Owner shall have the right of surface drainage over, along and upon the access easement area. Neither Owner shall use the access easement area in such a manner as will interfere with such drainage.
- (v) Neither Owner shall attach any object to the Zero Lot Line wall, fencing onto any access easement area and the Owner of the adjacent Lot will not use the Zero Lot Line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either Owner, except the roof overhang and guttering as provided for above, and a fence by the Owner of the adjacent

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Lot, which allows drainage; however, access to the access easement must be preserved for the Owner of the Zero Lot Line Lot.

3. Side Yard Concept Option.

(a) Placement. The front building set back line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than two (2) feet from either side Property line except than on all corner Lots, no structure shall be erected nearer than five (5) feet from the Side Lot Line abutting a street and shall be not nearer than two (2) feet on the other Side Lot Line of such corner Lot. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard wall, shall be constructed adjacent to and two (2) feet from the Side Lot Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement". Provided however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of six (6) feet. This wall must, as in the case as in the Side Yard Wall, be constructed adjacent to and abutting in such manner as to complement the residence dwelling and of a type, design, and material (kind, finish, and color) approved by the ACC. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, windows of any kind unless such Side Yard Wall is on the street side of a corner Lot. If, on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side Lot line. There must be a minimum distance of five (5) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear Lot Utility Easement.

(b) Side Yard Land Maintenance Easement. The following terms, conditions and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the Owner of said Side Yard Wall Lot and the Owner of the adjacent Lot, which terms shall be a covenant running with the land and binding both of the mentioned Owners and all of the respective heirs and assigns forever:

(i) The Side Yard Land Maintenance Easement (herein called the easement area) may be used by either Owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or the easement area. It shall be the responsibility of each Owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining Owner's Lot or the easement area from water running off of such Owner's roof onto an adjoining Owner's Lot or onto the easement area and no Owner shall have liability or otherwise be responsible to any other Owner for any loss, expense or damage resulting from such run-off.

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- (ii) The Owner of the adjacent Lot, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the adjacent Lot Owner, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 5 and other applicable provisions of these Restrictions.
- (iii) The Owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent Lot Owner shall have the right of entry unto the easement area between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday for the sole purposes of maintenance, painting, repairing and rebuilding of the Side Yard Wall or to and abutting the easement area.
- (iv) The Owner of the Side Yard Wall Lot must replace any fencing, landscape or other item on the easement area or the adjacent Lot that he may disturb during such maintenance or repair of Side Yard Wall.
- (v) Neither Owner shall attach any object to the Side of the Side Yard Wall abutting the easement area and the adjacent Lot Owner will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or place upon the easement area by either Owner, except that the Owner of the adjacent Lot may construct a fence, which allows drainage; however, access to the easement area must be preserved for the Owner of the Side Yard Wall Lot.
- (vi) The Owner of the adjacent Lot shall indemnify and hold harmless the Owner of the Side Yard Wall Lot against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the Owner of the adjacent Lot, his licenses or invitees.
- (vii) It is recognized by Declarant that the Side Yard Concept Option is best suited for regularly shaped adjoining Lots and that if such option is exercised on adjoining irregularly shaped Lots, such as those common to Lots located on either a cul-de-sac or Lots on a curved street, that a strict adherence to the above terms may result in a disproportionate and inconvenient location of the Side Yard Land Maintenance Easement. Accordingly, Declarant hereby reserves and retains the right unto itself, its successors and those who purchase Lots directly from it, to vary the Side Yard Land Maintenance Easement on Lots in the addition which are irregularly shaped, all non-rectangular lots and upon which the Side Yard Concept Option is exercised. The variance, if any, will be accomplished in the conveyance from either the Declarant or its successors or those who purchase Lots directly from it so as to clearly identify or record the variance involved.

4. Zero Lot Line Attached, A.K.A. Townhouses, (Separate Fee Ownerships of the Units. The buildings to be classified as Zero Lot Line Attached shall, as to Location of Improvements and easements, comply with all provisions above, as appropriate. The distinguishing feature between Zero Lot Line and Zero Lot Line Attached is that the latter shall have two (2) or more separate Owners of the building involved, and shall be a customary townhouse arrangement. The conveyance to such Owners will reflect that their building is in the Zero Lot Line Attached category. In addition to compliance with the provisions above, the Zero Lot Line Attached Lots shall be subject to the following, to-wit:

(a) Each building shall contain not more than eight (8) units. The conveyance will be by field note description and/or recorded plat, with the property line to be along the common wall between the units, extended to the front and back Lot lines. The Owners of each building shall be jointly responsible for the maintenance of the exterior of their building. No change of paint, brick or roof color will be permitted without approval by the Architectural Control Committee. No maintenance, repairs or painting shall be done by one Owner without the consent of the other Owners. Each Owner shall have one vote in all matters of exterior maintenances, repairs and painting, and the cost of these repairs and painting. If the Owners cannot agree on the maintenance, repairs, and painting of their building, then the Owner that deems that the work needs to be accomplished shall prepare a written description and cost of the work to be accomplished for the Architectural Control Committee which shall rule on the need for accomplishing the work, if the work is required. Such committee's ruling shall be binding on all Owners.

(b) General Rules of Law to Apply. Each wall and roof which is built as a part of the original construction of the Zero Lot Line Attached building upon the Properties shall be constructed according to prevailing City and/or County fire codes, and placed on the dividing line between the Lots shall constitute a common wall and roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law as applied by the Courts of the State of Texas regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(c) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a common wall or roof shall be shared by the Owners who make use of the wall and roof equally.

(d) Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and if the Owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, to the right of any such Owner to call for larger contributions from the other under any rule or law regarding liability for negligent or willful acts or omissions. In addition, for attached Zero Lot Line buildings, the total exterior of both properties must be completely restored to their original condition before the destruction that resulted from fire or other casualty.

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(e) Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligent or willful act, causes the common wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

(f) Right to Contribution Runs With Land. The right of any Owner to appurtenant from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(g) Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Architectural Control Committee, as set forth herein, shall have a full and complete authority in handling said dispute and the decision of the Architectural Control Committee shall be final. The decision of the Architectural Control Committee must be rendered on or before sixty (60) days following written notification to the Architectural Control Committee by one or both Property Owners involved.

ARTICLE V

Maintenance

Section 1. Common Area Maintenance. The Association shall maintain and keep in good repair the Common Area. Such maintenance shall be funded, as hereinafter set forth; provided however, any sidewalk which may be a part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area, and the maintenance and repair of facilities in and around the Waterways including the slopes, levees, or bulkheads, and outfall regulating facilities.

Section 2. Easements for Common Area Maintenance. Perpetual, non-exclusive easements for purposes of ingress and egress over, under, across, in and upon the Properties are hereby declared, created and reserved by the Declarant for the benefit and use of the Association, its successors and assigns, agents and employees, to provide reasonable access to the Common Area and the Waterways and to enter upon the Properties for the purposes of performing the Common Area maintenance required under Section 1 hereof.

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Section 3. Owner's Maintenance. Each Owner and occupant, including Lessees shall at all times be obligated to maintain, repair, replace and renew or cause to be maintained, repaired, replaces or renewed all improvements on a Lot or Residential Unit so owned or occupied, (and the area between the boundary lines of adjacent property and adjacent streets and adjacent waterways if such area is not otherwise maintained), so as to keep same in a clean, sightly, safe and first-class condition consistent with its original intended appearance. An Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, refuse; the removal and replacement of dead and diseased trees and planting from all areas of its property and from paved areas; the repair, replacement, cleaning and relamping of all lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse from streets and storm drains and inlets.

If any improvement is so damaged or destroyed, the Owner shall diligently proceed to restore such improvement to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvement and landscape the property pursuant to a landscaping plan approved by the MC.

Section 4. Enforcement. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association shall give such person, by certified mail, return receipt requested, written notice of such failure. Such person shall within ten (10) days after receiving such notice commence to undertake the care and maintenance required, and shall complete said care and maintenance within thirty (30) days after receiving such notice. Should such person fail to fulfill this

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duty and responsibility after such notice, the Association shall have the right and power to enter into the premises and perform such care and maintenance without any liability for wrongful entry, trespass or otherwise to any person. The Owners shall be liable for the cost of such work. If such Owner shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work, then the amount of such charge shall constitute a lien on the lot or Residential Unit on which the work was performed. Such lien shall be enforceable as any other assessment lien as provided in this Declaration.

ARTICLE VI

Rights and Obligations of the Association

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Morningside Place conveyed to it by the Declarant. All property conveyed to the Association as Common Area shall be free of all liens and other similar encumbrances. Notwithstanding anything contained in this Declaration to the contrary, Declarant, and the Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to any public or quasi-public authority water lines, sanitary sewer systems, storm water facilities, streets and esplanades situated in the Common Area and to terminate or

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modify these restrictive covenants with respect to such dedicated property. Such dedication and acceptance thereof shall not prohibit the Association from maintaining the land and facilities located within dedicated areas, nor relieve the Owners of the obligation to participate in the payment of the cost of such maintenance.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use and maintenance of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Residential Unit, and suspension of the right to vote and the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be as provided in the By-Laws.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

Assessments

Section 1. Creation of General Assessment. There are hereby created assessments for Common Expenses as may be from time-to-time specifically authorized by the Board of Directors. Except as hereinafter provided, the General Assessment shall be allocated equally among all Residential Units including unimproved lots and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. Each Owner, by acceptance of a deed, is deemed to covenant and agrees to pay these assessments. All assessments created by

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this Declaration, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorney's fees for collection of the same, shall be a charge on the lot and Residential Unit and shall be a continuing lien upon the lot and Residential Unit, against which each 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 lot and Residential Unit, at the time the assessment arose, and such Owner's grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the Mortgage on Deed of Trust shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, prepayment requirement or acceleration of the annual assessment for all Owners or delinquents. Unless the Board otherwise provides, the assessments shall be paid in monthly installments. Where applicable, it is the intention of this Declaration that assessments be collected by the Association within Morningside Place, Section I. Such a system shall prejudice neither the right for direct collection or the lien rights set out in Section 5 of this Article.

The Association is specifically authorized and encouraged to seek public and private funds to help defray in whole or in part the expenses for which assessments would be necessary. To the extent received, such funds shall be used to reduce the assessments otherwise required by the budget in Section 2 hereafter.

Section 2. Computation of Assessment. If the Association incurs ongoing Common Expenses, the Board shall prepare an annual budget, and the following provisions shall apply:

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It shall be the duty of the Board at least thirty (30) days prior to the meeting at which the budget shall be presented to the membership to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, in accordance with a capital budget separately prepared. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each lot and Residential Unit for the following year, to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total Association membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget, or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Further, unless approved by the vote of at least a majority of the total Association membership, the assessments set by the Board of Directors shall not increase over fifteen percent (15%) of the preceding year's budget, excluding the capital contributions to the reserve fund.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1, the Association may levy a Special Assessment in any year. So long as the General Assessment together with the Special Assessment authorized under this Article do not exceed One Thousand Dollars (\$1,000.00) for each lot and Residential Unit in any one year, the Board, by a majority vote, may impose the Special Assessment. If such total be exceeded, any Special Assessment shall be effective only with the approval of a majority of the total votes of the Members.

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Section 4. Assessments for Declarant. In consideration of the ongoing good will and the Development withstanding any provision herein to the contrary, so long as a Class "B" membership exists, the Developer or its successors or assigns, shall only be subject to the payment of the assessments provided for herein at a not to exceed rate of ten percent (10%) of the Class "A" assessment.

Section 5. Lien for Assessments. All assessments shall constitute a lien on each lot and Residential Unit, prior and superior to all other liens, except (1) all taxes, bonds and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first Mortgage or record (meaning any recorded mortgage or deed of trust with first priority over the mortgages or deeds of trust) made in good faith and for value. Each Owner by acceptance of a deed to any portion of the Properties covenants and agrees that the lien for assessments shall be construed as a purchase money and an improvement lien on each such lot and Residential Unit.

The lien may be enforced by all methods provided by law, including but not limited to, judicial foreclosure by an action brought in the name of the Association in the same manner as a foreclosure of a mortgage or deed of trust lien on real property. Each Owner hereby expressly grants a power of sale in connection with the lien to the Association. The Association, acting on behalf of the Owners, shall have the power to bid for the lot and Residential Unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period such property is owned by the Association following foreclosure: (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be assessed or levied on it.

Suit to recover a money judgment of unpaid common expenses, assessments, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

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Section 6. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 7. Commencement Date of Annual Assessments. The first annual General Assessment provided for herein shall commence on the first day of the month following the initial conveyance of the Common Area to the Association and shall continue thereafter from year to year.

Section 8. Common Area Exempt. All Common Area as defined in Article I, Section 7, all property owned by declarant, and all portions of the Property owned or otherwise dedicated to any political subdivision, shall be except from the assessments and lien created herein.

ARTICLE VIII

Architectural Standards

Section 1. General. All property which is now or may hereafter be subjected to this Declaration is subject to architectural and environmental review. This review shall be in accordance with this Article and such standards as may be promulgated by the Board, the Architectural Control Committee. Any obligation of Declarant to enforce provisions relating to historic preservation shall become the responsibility of the Association and the Committee created in this Article shall ensure compliance therewith. The Board of Directors shall have

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the right and power on behalf of the Association to enforce in courts of competent jurisdictions decisions of the committee.

Section 2. Architectural Control Committee. The Architectural Control Committee (ACC) shall have exclusive jurisdiction over all new and modified construction on any of the Properties. The ACC shall promulgate Architectural Control Standards and by acceptance of a Deed Owner does hereby agree that the Board may set said standards. It shall make the standards available to Owners, Builders, and prospective owners who seek to engage to engage in purchase construction or modification upon all or any portion of the Properties and shall conduct in its operations in accordance therewith. All Improvements, as to matters of exterior design and materials used, shall be compatible and in harmony with all existing, planned, or approved improvements until there are no longer any Class "B" memberships and shall harmonize with the general overall scheme as envisioned by the Developers Lake Open Concept and the decision shall be in the sole discretion of the ACC. The Developer shall appoint the members of the ACC which shall consist of five (5) members, none of whom shall be required to be residents of Morningside Place. After there are no longer any Class "B" memberships the Association's Board of Directors shall appoint the members.

Section 3. Submission to Architectural Control Committee. To secure the approval (the "Final Approval") of the Architectural Control Committee, an Owner shall deliver to ACC in form and substance resonably satisfactory to ACC the number of complete sets hereinafter set forth of:

- (a) "Design Development Plan," shall include:
 - (i) A site plan ("Site Plan") showing the location, dimensions and orientation to boundary lines and the setback lines of proposed buildings, parking garages, other structures, means of ingress and egress, driveway, traffic patterns, sidewalks, fencing and other improvements;
 - (ii) Design elevation of, and a core plan for, and description of the foundation, height and size of each structure, including the gross building area of each structure;

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- (iii) A description and sample of the exterior materials concept for each structure;
- (b) Drawings and detail of all exterior surfaces, including the roof, showing elevations, and including the color, quality and type of exterior construction materials (collectively, the "Exterior Plan");
- (c) The Landscaping Plan;
- (d) The type, style, size and candle power of all outdoor lighting fixtures (the "Lighting Plan");
- (e) All such other information as may be reasonably required which will enable the ACC to determine the location, scale, design, character, style and appearance of such Owner's intended Improvements.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "Plans") shall conform to the applicable provisions of this Declaration. The Owner shall supply five (5) sets of all required items.

Section 4. Design Concept Approval. Asn Owner may obtain preliminary approval (the "Design Concept Approval") by the ACC of such Owner's design concept for proposed Improvements by submitting to the ACC the number of sets required in Section 3 of the Design Development Plan. The Design Concept Approval, if given, shall embrace only the elements of the Design Development Plan and no construction of the Improvements contemplated by Design Development Plan shall be commenced until the plans for such Improvements are approved as provided for in this Article. When the Plans for such Improvements are submitted to the ACC the elements of the Plans which correspond to the Design Development Plan previously approved in the Design Concept Approval shall be approved by the ACC unless such corresponding elements of the Plans reflect a material departure from the Design Development Plan.

Section 5. Modifications Control. The ACC shall have exclusive jurisdiction over modifications, additions or alterations made on or to existing Residential Units and Improvements, if any, appurtenant thereto. The ACC shall not have jurisdiction over modifications or alterations made by the Declarant or its Successor.

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Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a structure or to paint the interior of a structure any color desired.

Section 6. Time for Review of Plans. Upon submission by the Owner to the ACC of a written request for Design Concept Approval or Final Approval (as applicable) and the submission to the ACC of the Design Development Plan or the Plans (as applicable, and in either case, the "Submitted Plans"), or other plans to the ACC, the committee shall endeavor to review same within thirt (30) days and notify Owner in writing whether the Submitted Plans are approved or disapproved. Committee, as required, shall approve the plans if such plans do not violate this Declaration, their rules or regulations promulgated by their authority hereunder. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Any failure by ACC to approve or disapprove the submitted plans in writing within such thirty (30) day period shall not constitute a waiver of the requirement that such approval be obtained or of any other requirements of this Declaration. No construction of the Improvements provided for in the Submitted Plans shall be commenced until the receipt of ACC's written approval of the Plans for such Improvements. In the event the ACC fails to approve or disapprove plans submitted to it, or requests additional information reasonably required, within forty-five (45) days after submission, the Plans for modifications shall be deemed approved.

Section 7. Review of Revised Plans. If the ACC shall disapprove any part of the Submitted Plans, the Owner may revise the Submitted Plans to incorporate such changes requested by the ACC and may deliver the required number of complete sets of revised Submitted Plans to the ACC and the ACC shall endeavor to review such revised Submitted Plans within thirty (30) days to determine Owner's compliance with the ACC's requested changes.

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Section 8. Changes in Approved Plans. An Owner shall secure the approval of the ACC to any material change or revisions in approved Plans in the manner provided in this Article for the approval of Plans.

Section 9. Variances. The Board of Directors, upon the recommendation of the ACC, may authorize variances from compliance with any other of the architectural provisions of this Declaration, or the rules and regulations promulgated by the ACC, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least a majority of the Board of Directors, and shall become effective upon their execution. If such variances are granted, no violation of the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular incident and as to the particular provision hereof covered by the variance, nor shall it affect in any way the owner's obligation to comply with all governmental laws and regulations.

Section 10. Notice of Rules and Regulations. Notice is hereby given that there exists Architectural Control Committee Rules and Regulations that run with and burden the land and that the same are available for public review and copying at the Offices of the Association.

ARTICLE IX

Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. Declarant at its sole option, shall have the unilateral right, privilege, and option, from time-to-time at any time until thirty (30) years from the date this Declaration is recorded in Harris County, Texas, to subject to the

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provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Harris County Real Property Records, a supplemental amendment annexing such property. Such supplemental amendment to this Declaration shall not require the vote of members or approval by any person. Any such annexation shall be effective upon the filing for record of such supplemental amendment, unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the written consent of the Declarant upon the written consent of affirmative vote of a majority of the number of the Class "A" votes of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 1 hereof, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Harris County Real Property Records, a supplemental amendment in respect to the property being annexed. Any such supplemental amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such

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meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

ARTICLE X

Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area and may, be written agreement with any other association in the Properties subject to this Declaration, assume the insurance responsibility for the property held by or is the responsibility of such other association against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. Nothing herein shall require, but the Association may, insure Common Area not owned by the Association. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Area, the Association, and its members, and naming the Developer as a named insured for all damage or injury caused by the negligence of the Association or any of its members or agents, the Developer and Builders, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a primary limit of at least Five Hundred Thousand Dollar (\$500,000.00) per person as respects bodily injury, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Two Hundred Fifty Thousand Dollar (\$250,000.00) minimum property damage limit and there shall be an umbrella policy for an additional Five Million Dollars (\$5,000,000.00) Premiums for all insurance on the Common Area shall be Common Expenses of the Association. The policy may contain a reasonable deductible, not to exceed Five Million Dollar (\$5,000,000.00), the amount thereof shall

be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Cost of insurance coverage obtained for the Common Area shall be included in the General Assesment, as defined in Article VII, Section 1.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company licensed to do business in Texas.
- (b) All policies on the Common Area shall be for the benefit of the Owners of Residential Units, Lots, and their Mortgagees as their interests may appear.
- (c) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Association's Board of Directors provided, however, that no Developer, Builder, or Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.
- (e) All property insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Morningside Place area.
- (f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - (i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, Developer, Builders and their respective tenants, servants, agents, and guests.
 - (ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - (iii) That no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners, Developers, or Builders;

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- (iv) That no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee; and
- (v) That any "other insurance" clause in any policy exclude individual Owners', Developers' and Builders' policies from consideration.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, if any Residential Unit is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any Mortgagee of a Residential Unit, Commercial Unit or Tract and may be enforced by such Mortgagee.

If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds herein.

Section 3. Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable

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and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct, until the year 1990, the Developer shall have the right to require that such damage be repaired or reconstructed. If for any reason wither the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided however, that such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, than and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members,

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levy a Special Assessment against all Owners in proportion to the number of Residential Units or lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost or repair, such excess shall be deposited to the benefit of the Association.

ARTICLE XI

Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in Lieu of and under threat of condemnation by the Board, acting on behalf of the Association by any authority having the power of condemnation or eminent domain, the Board shall have the full authority and power to represent the Association and its members and to take such actions as it deems warranted. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the number of votes in the Class "A" membership of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association and the Developer. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be

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disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE XII

Party Fences

Section 1. General Rules of Law to Apply. Each fence which is built upon the Properties and placed on the dividing line between two or more structures and all backyard fencing shall constitute a party fence, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party fences and liability for property damages due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The reasonable repair and maintenance of a party fence not covered by insurance shall be shared by the Owners who make use of the fence in proportion to such use.

Section 3. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes the party fence to be unreasonably exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The right of any Owner of contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE XIII

Mortgagee Provisions

Section 1. Consent of Lenders Required. Unless the majority of the institutional holders of first mortgages within the Properties have given their prior approval, the Association shall not be entitled to:

- (a) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- (b) by act or omission change, waive or abandon the system of regulations and enforcement established in this Declaration for architectural design or the

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exterior appearance and maintenance of Residential Units, and the maintenance of the Common Area in the Properties; or

- (c) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area.

Section 2. Payment of Taxes. First Mortgagees of Residential Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of a Residential Unit, pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Common Area.

Section 4. Notice to Mortgagee. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first Mortgagee, upon request designating such unit, will be entitled to written notification from the unit, will be entitled to written notification from the Association of any default in the performance by any Owner of a Residential Unit in which such Mortgagee has an interest of any obligation under this Declaration, the By-Laws or the Articles of Incorporation which is not cured within sixty (60) days.

Section 5. Estoppel Certificate. Upon the written request of an Owner or the holder of a security interest in a Lot or Residential Unit, the Association shall issue a certificate within ten (10) business days setting forth the amount of any delinquent assessment with respect to said Lot or Residential Unit. A reasonable charge may be made for issuance of the certificate.

ARTICLE XIV

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration and of the rules and regulations promulgated hereunder shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Subject to the applicable provisions of Article XIII, the Declarant reserves the right to terminate the Association and to abrogate this Declaration at any time during the first two (2) years following recordation in the Real Property records of Harris County, Texas, if the Association's maintenance and regulatory responsibilities have been assumed by other public or municipal entities.

Section 2. Amendment.

- (a) By the Members. This Declaration may be amended only by the affirmative vote (in person or by a majority of the total number of votes of the Association including Class "B". Any amendment must be recorded among the Real Property Records of Harris County, Texas. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.
- (b) By the Declarant. For so long as there is a Class "B" membership, Declarant reserves to itself and shall have the continuing right, at any time, and from time-to-time, without the joinder or consent of any Owner, entity, lender or other person to amend this Declaration as it shall deem in its sole discretion to meet any requirement specified by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association and any other similarly secured or guaranteed mortgage agency or authority with an interest in any loan related to the Properties; provided however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner or his Mortgagee. Specifically related thereto, so long as there is a Class "B" membership, for which the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association or other similarly secured or guaranteed mortgage agency or authority shall have approved said Neighborhood for its loan program, no supplemental amendment particular to said Neighborhood shall be amended without the prior approval of such agency or authority. However, this limitation of amendment to

the supplemental amendments related to said particular Neighborhood shall not limit the rights of the Declarant pertaining to the Declaration as otherwise herein reserved. Particularly reserved to the Declarant, is the right and privilege of Declarant to designate the use restrictions applicable to any portion of the Properties, as provided in Article IV hereof, and such designation, or subsequent change of designation, shall not be deemed to adversely affect any substantive right of any existing Owner.

Section 3. Indemnification and Hold Harmless.

- (a) By the Association. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or Commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.
- (b) By an Owner. Each Owner shall be liable to the Association for any damage to the Common Area of any type or to any equipment thereon which may be sustained by reason of the negligence of said Owner, his tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall be covered by insurance. Each Owner does further, by the acceptance of a deed, agree to indemnify each and every other Owner, and to hold harmless each and every other Owner, from any claim of any person for personal injuries or property damage occurring within or upon his Residential Unit. Further, it is specifically understood that neither the Declarant, the Association, the Board of Directors, or any Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of the golf course or other recreational facility within the Properties. Every Owner does hereby agree to defend, indemnify and hold harmless the Declarant, the Association, the Board of Directors and other Owners from any such claim or damage.

Section 4. No Partition. Except as is permitted in this Declaration, there shall be no physical partition of the Common

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Area or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 3 of Article X in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring title disposing of real or personal property, nor from acquiring title to real property which may not be subject to this Declaration.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots and Residential Units due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than ten (10) feet, as measured from any point on the common boundary between each Lot and Residential Unit and the adjacent portion of the Common Area or as between said adjacent Lot and Residential Unit, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of any Owner, tenant or the Association.

Section 6. Easements for Utilities, Etc. There is hereby reserved to the Association the power to grant blanket easements upon, across, over, and under any set back areas, or other areas approved by the Owner, within the property for ingress, egress, installation, replacing, repairing and maintaining master television antenna systems, cable television systems, security and similar systems, and all utilities, including, but not limited to, water, sewer, gas, telephones, and electricity. The Board shall, upon written request, grant

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such easement as may be reasonably necessary for the development of any property contained in Exhibit "A". In all instances, unless prohibited by the governmental body or public utility entity furnishing such utility service, subject to the terms hereinafter set forth, all electrical, telephone, water and other utility lines and the connections thereto that are located within any Property shall be underground; provided, electrical transmission lines providing a source of power for more than one property and the connection thereto may be above ground, subject to prior written approval of Declarant of the location thereof. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain the necessary equipment on said property and to affix and maintain utility wires, circuits, and conduits on, above, across, and under the roofs and exterior walls of any structure.

"An underground electric distribution system will be installed in that part of Morningside Place Subdivision, Section I, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Morningside Place Subdivision, Section I, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or

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energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current.

Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property, except as may be approved by the ACC or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement herein provided request a specific easement by separate recordable document, the Board of

Directors shall have the right to grant such easement and terminate these restrictions on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any recorded easement on the Properties. The Board of Directors shall have, by two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to Harris County, Texas or other local governmental entity.

By acceptance of their Deed, Owners do hereby irrevocably grant to all other Owners of Lots or Residential Units in Morningside Place, Section I, a recreational use easement in and on that certain ten (10') foot utility easement around each waterway and a twenty (20') foot easement at those places designated on Exhibit "A".

Section 7. Management Agreement Limitation. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the development, or any other agreement providing for services by the Declarant, may exceed one year (1), may be a "cost plus" contract, and must provide that termination of the Declarant be for good and sufficient cause shown and will provide for payment of a termination fee equal to six (6) months average billing.

Section 8. Severability. Invalidation of any Article, Section or a portion of any such Article or Section hereof, shall in no way affect any other provision of this Declaration, and the same shall remain in full force and effect.

Section 9. Renting or Leasing. Improvements on Lots or Residential Units may be rented or leased only by written leases and subject to the following restrictions:

All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

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Each Owner agrees to cause his lessee, occupant, or persons living with such Owner to comply with the Declaration, By-Laws, and the rules and regulations promulgated thereunder, and each Owner shall remain responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the units are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Board's option, considered a default in the lease.

In the event that lessee, occupant or person living with the lessee violates a provision of the Declaration, By-Laws or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee and/or Owner to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Board of Directors shall also have the power to impose reasonable fines upon the lessee and/or Owner for any violation by the lessee, occupant, or person living with the lessee of any duty imposed under the Declaration, By-Laws, or rules and regulations adopted pursuant thereto, and to suspend the right of the Owner, lessee, occupant or person living with the lessee to use the Common Area.

Section 10. Reservation of Minerals. There is hereby expected from the Properties, and Declarant reserves unto itself and its successors, assigns, and predecessors in title in accordance with its respective interests of record all oil, gas and other minerals in, on and under the Properties but Declarant hereby releases and relinquishes its right to use the surface of the Properties, other than those Properties owned by Declarant, for exploring, drilling for, producing and mining such oil, gas and other minerals, reserving, however, the right to drill under and through the subsurface of the land below the

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depth of two hundred feet (200') by means of wells located on the surface of the land outside the boundaries of the Properties or on those lands owned by Declarant, and the right to pool and combine the Properties with other land for the purpose of exploring, drilling for, producing and mining such oil, gas and other minerals. The above shall inure to the benefit of Declarant, its successors and assigns.

Section 11. Notice. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for or (ii) three (3) days after deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed, if to an Owner, to its last known address as shown on the records of the Association at the time of such mailing or, if to the Association, to its President, Secretary or registered agent. The initial address for the Association and Declarant shall be:

3040 Post Oak Blvd.
Suite 1800
Houston, Texas 77056

and such address for the Association and Declarant shall be effective unless and until a supplement to this Declaration shall be made and filed in the Real Property Records of Harris County, Texas, specifying a different address for the party filing such Supplement (in which event such address specified in such Supplement shall be the address, for the purposes of this Section 10, for the addressee named in such supplement).

Section 12. Enforcement. The covenants, conditions, restrictions, easements, uses, privileges, Assessments and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of Declarant, the Association and each Owner of the Properties or any part thereof, their respective heirs, successors and assigns, The enforcement of the provisions of this Declaration within a period of fifteen (15) days after written notice from Declarant

006-62-1083

or any Owner, as the case may be, said Declarant or Owner shall have the right, but not the obligation, to enforce such provision. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding at law in equity against the party or parties breaching or attempting to breach this Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of this Declaration by an Owner relating to the use or maintenance of any portion of the Properties or part thereof is hereby declared to be and constitute a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In an legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the Court in such proceedings. All remedies provided under this Declaration, including those at law or in equity, shall be cumulative and not exclusive. The failure of a party having a right to enforce any other provision of this Declaration shall not constitute a waiver. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

Section 13. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.

006-62-1084

This Declaration made and executed this 31st day of January, 1985.



SOUTHBELT PROPERTIES, INC.

By: Leonard L. Capaldi
President
LEONARD CAPALDI

Greg H. Walker
Corporate Secretary
Greg H. Walker

ACKNOWLEDGEMENT

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, personally appeared this day, LEONARD L. CAPALDI, President of the SOUTHBELT PROPERTIES, INC., known to me to be the same, and after being duly sworn upon his oath, he did acknowledge that he executed the foregoing instrument in the capacity set forth above, as the act and deed of the Corporation and for the consideration and purposes expressed therein.

WITNESS MY HAND AND SEAL OF OFFICE this 31 day of January, 1985.

William Hoffman
NOTARY PUBLIC
William Hoffman

HEREBY RECOMMENDS
RETURN TO:
Greg H. Walker
3040 Post Oak Blvd.
Suite 1800
Houston, Tx 77056

(TRAIL "A")

Rev: 3,1984
Update: April 25, 1984
March 14, 1984
Job No. 83302

Morningside Place Section One (Proposed),
84.1838 Acres

006-62-1085

DESCRIPTION of 84.1838 acres of land out of the H.A. Robinson Survey, A-678, Harris County, Texas and being located North of Fellows Road, West of Cullen Boulevard and South of South Belt Drive (proposed) and is more particularly described as follows:

COMMENCING at a 5/8 inch iron rod located on the North right-of-way line of Fellows Road (60 feet wide) and the West right-of-way line of Cullen Road (100 feet wide);

THENCE N 89° 54' 24" W, 10.00 feet along the North right-of-way line of Fellows Road to the POINT OF BEGINNING;

THENCE N 89° 54' 24" W, 1923.79 feet along the North right-of-way line of Fellows Road to a point for corner;

THENCE N 00° 08' 54" W, 630.00 feet generally along an old fence line to a point for corner;

THENCE N 89° 54' 24" W, 460.59 feet to a point for corner;

THENCE N 00° 05' 36" E, 180.00 feet to a point for corner, located on the Northerly right-of-way line of the proposed Kilbury Park South (60 feet wide);

THENCE S. 89° 54' 24" E, 31.18 feet to a point for corner;

THENCE N 01° 27' 00" E, 104.10 feet to a point for corner;

THENCE N 88° 33' 00" W, 20.00 feet to a point for corner;

THENCE N 01° 27' 00" E, 535.09 feet to a point located on the proposed North right-of-way line of Braden Drive North (60 feet wide);

THENCE N 88° 21' 51" E, 33.05 feet along the North right-of-way line of Braden Drive to a point for corner;

THENCE N 01° 38' 09" W, 205.00 feet to a point for corner, lying on the Southerly purchase line of the proposed South Belt Drive;

THENCE along the Southerly purchase line of the proposed South Belt Drive; N 88° 21' 51" E, 699.28 feet to a point for corner;

THENCE continuing along said purchase line on a curve to the left having a radius of 2291.83 feet, a central angle of 12° 02' 04", an arc length of 481.38 feet and a chord bearing N 82° 20' 49" E, 480.49 feet to a point for corner;

THENCE along said purchase line N 76° 19' 46" E, 818.64 feet to a point for corner located on the Southwesterly right-of-way line of Cullen Boulevard, (100-foot wide):

PARCEL I
Page 1 of 2

FILED
JAN 31 11 49 AM '85
Christa Beckmann
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT "A"

Morningside Place Section One (Proposed)
Page 2 - 84.1838 Acres

Rev: 5-8-84
Updated April 25, 1984
Job No. 83302

006-62-1086

THENCE along the Southwesterly right-of-way line of Cullen Boulevard S 15° 26' 00" E, 888.00 feet (measured), to a point of curvature to the left;

THENCE along a curve to the right on the Southwesterly right-of-way line of Cullen Boulevard, said curve having a radius of 3,669.00 feet, a central angle of 14° 36' 00", an arc length of 934.93 feet and a chord bearing S 08° 08' 00" E, 932.40 feet to the point of tangency;

THENCE S 00° 50' 00" E, 147.64 feet to a point for corner;

THENCE S 44° 37' 48" W, 14.03 feet to the POINT OF BEGINNING and containing 84.1838 acres of land, more or less.

Franklin D. Webster
Franklin D. Webster,
RPS No. 4102



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

JAN 31 1985



Janita Roddeheaver
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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