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AMENDED AND RESTATED

DECLARATION OF PROTECTIVE

COVENANTS AND RESTRICTIONS FOR

ABERDEEN BUSINESS PARK

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AFTER RECORDING RETURN TO:

Greg Martin
Baker & Botts, L.L.P.
One Shell Plaza
910 Louisiana
Houston, Texas 77002-4995

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS	1
ARTICLE II	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	3
Section 2.1	MEMBERSHIP	3
Section 2.2	VOTING MEMBERS	3
Section 2.3	VOTING, QUORUM AND NOTICE REQUIREMENTS	3
ARTICLE III	COVENANTS FOR ASSESSMENT	3
Section 3.1	CREATION OF THE LIEN AND OBLIGATION OF ASSESSMENTS	3
Section 3.2	PURPOSE OF ASSESSMENTS	4
Section 3.3	BASIS AND AMOUNT OF ANNUAL ASSESSMENT	4
Section 3.4	SPECIAL ASSESSMENT	4
Section 3.5	VOTE REQUIRED FOR INCREASE IN MAXIMUM RATE OF ANNUAL ASSESSMENT	4
Section 3.6	VOTE REQUIRED FOR SPECIAL ASSESSMENT	5
Section 3.7	COMMENCEMENT DATE OF ANNUAL ASSESSMENT	5
Section 3.8	DUE DATE OF ASSESSMENTS	5
Section 3.9	DUTIES OF THE BOARD OF DIRECTORS WITH RESPECT TO ASSESSMENTS	5
Section 3.10	OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS	5
Section 3.11	ASSESSMENT LIEN AND FORECLOSURE	5
Section 3.12	COMMON AREAS EXEMPT	6
ARTICLE IV	GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION	6
Section 4.1	POWERS AND DUTIES OF THE BOARD	6
Section 4.2	LIABILITY LIMITATIONS	7
Section 4.3	RESERVE FUNDS	8
ARTICLE V	INSURANCE, REPAIR AND RESTORATION	8
Section 5.1	RIGHT TO PURCHASE INSURANCE	8
Section 5.2	INSURANCE PROCEEDS	8
Section 5.3	INSUFFICIENT PROCEEDS	8
ARTICLE VI	ARCHITECTURAL CONTROL COMMITTEE	8
Section 6.1	REQUIREMENT OF COMMITTEE	8
Section 6.2	DESIGNATION OF ARCHITECTURAL CONTROL COMMITTEE	9
Section 6.3	FUNCTION OF ARCHITECTURAL CONTROL COMMITTEE	9
Section 6.4	DEFINITION OF "IMPROVEMENT"	9
Section 6.5	SUBMITTALS FOR APPROVAL	9
a.	PRELIMINARY SUBMITTALS	10
b.	FINAL SUBMITTAL	10
c.	SUBSEQUENT SUBMITTALS	10

Section 6.6	BASIS OF APPROVAL	10
Section 6.7	FAILURE OF COMMITTEE TO ACT	10
Section 6.8	VARIANCES	11
Section 6.9	LIMITATIONS OF LIABILITY	11
ARTICLE VII DEVELOPMENT STANDARDS AND PROTECTIVE COVENANTS		11
Section 7.1	USES	11
a.	PERMISSIBLE USES	11
b.	USE LIMITATIONS.	12
Section 7.2	GOVERNMENTAL AUTHORITIES	12
Section 7.3	SITE DESIGN	12
a.	PLATS	13
b.	SITE WIDTH	13
c.	GRADING AND DRAINAGE.	13
d.	EARTHWORK	13
e.	SETBACK LINES.	13
f.	PARKING	14
g.	DRIVEWAYS	15
h.	UTILITIES	15
i.	LANDSCAPING	15
j.	SCREENING AND BUILDING SITE APPEARANCE	16
k.	LOADING DOCKS AND LOADING AREAS	17
l.	EXTERIOR ILLUMINATION	17
Section 7.4	BUILDING EXTERIOR MATERIALS	17
a.	WALL MATERIALS	17
b.	BUILDING ROOFS	18
Section 7.5	EXTERIOR SIGNS	18
a.	ACCEPTABLE SIGNS	17
b.	REMOVAL	18
Section 7.6	CONSTRUCTION COMPLETION	18
Section 7.7	TEMPORARY STRUCTURES	18
Section 7.8	EASEMENTS	19
Section 7.9	TRASH	19
ARTICLE VIII MAINTENANCE		19
Section 8.1	DUTY OF MAINTENANCE	19
Section 8.2	ENFORCEMENT	20
ARTICLE IX COMMON AREAS		20
Section 9.1	EASEMENTS OF ENJOYMENT	20
Section 9.2	TITLE TO COMMON AREAS	20

Section 9.3 EXTENT OF EASEMENTS 20

ARTICLE X EASEMENTS 21

 Section 10.1 STREETS AND UTILITIES 21

 Section 10.2 OWNER’S OBLIGATION 21

ARTICLE XI MISCELLANEOUS PROVISIONS 21

 Section 11.1 DURATION. 21

 Section 11.2 AMENDMENT 21

 Section 11.3 ENFORCEMENT 22

 Section 11.4 INITIAL CONSTRUCTION PERIOD; REPURCHASE OPTION 22

 Section 11.5 SEVERABILITY OF PROVISIONS 22

 Section 11.6 NOTICE 22

 Section 11.7 TITLES 23

 Section 11.8 EXHIBITS 23

 Section 11.9 EXISTING IMPROVEMENTS 23

 Section 11.10 COUNTERPARTS 23

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR
ABERDEEN BUSINESS PARK

517-45-3184

THIS AMENDED AND RESTATED DECLARATION (the "Declaration"), made as of this ____ day of _____, 1997, by GEORGE WIMPEY OF TEXAS, INC. (herewith the "Declarant"), and STEWART & STEVENSON REALTY CORPORATION, TOROMONT PROCESS SYSTEMS, INC., PRECISION TUBE FINISHING, INC., JAMES W. FREEMAN, TRUSTEE, BOATMEN'S NATIONAL BANK OF OKLAHOMA, A-1 FREEMAN RELOCATION, INC., and T. I. INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP (collectively the "Owners").

W I T N E S S E T H:

WHEREAS, GEORGE WIMPEY OF TEXAS, INC., as Declarant and herein so called, did execute, file and record a Declaration of Protective Covenants for Aberdeen I dated October 2, 1989 recorded under County Clerk's File No. M380221, Film Code Reference No. 160-74-2269 of the Official Public Records of Real Property of Harris County, Texas covering the property therein described in Exhibit "A" thereto and thereafter by Partial Releases and Terminations of Declaration of Protective Covenants for Aberdeen I recorded in the Official Public Records of Real Property of Harris County, Texas, certain property consisting of Aberdeen Green, Section One, according to the map or plat thereof recorded under County Clerk File No. R288360, Film Code Ref. No. 365128, was released and removed from the terms and conditions of the said Declaration dated October 2, 1989; and

WHEREAS, the Declarant and the other parties hereto being all of the owners remaining in the property now covered by the said Declaration dated October 2, 1989 do hereby desire to amend, substitute, replace and restate in their entirety a Declaration of Protective Covenants and Restrictions for the property now covered by the Declaration dated October 2, 1989 save and except therefrom those certain tracts of land being described in Exhibit "A" hereto as save and except tracts of land, so that from and after this date this Declaration shall cover and include all of the property described in Exhibit "A" attached hereto and hereby made a part hereof for all purposes, excluding the save and except tracts of land described therein (hereinafter called the "Property"); and

WHEREAS, in order to provide a uniform plan for the development of the Property and to protect the value and desirability of the Property, Declarant, the Owners and the other parties executing this Declaration desire to subject the Property to the covenants, conditions, restrictions, easements, development standards, charges and liens hereinafter set forth and yet to retain reasonable flexibility to respond to changing or unforeseen circumstances so as to control and maintain the first-class quality and distinction of the Property; and

WHEREAS, Declarant has deemed it desirable, and in the best interests of the Owners of the Lots (as such terms are hereinafter defined), for the efficient preservation of the values in said community and maintenance and improvement of certain areas located within the Property, to create an entity to which would be delegated and assigned the powers of providing certain services to the Property, maintaining certain common areas and certain areas dedicated to the public, enforcing these restrictions, and collecting and disbursing the assessments and charges hereinafter described; and

WHEREAS, ABERDEEN BUSINESS PARK OWNERS' ASSOCIATION, INC. has been incorporated under the Texas Non-Profit Corporation Act as a non-profit corporation and has been granted powers of administering and enforcing said covenants, restrictions, charges and liens and distributing the assets and charges hereinafter described;

NOW, THEREFORE, Declarant, Owners and the other parties hereto hereby declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, development standards, charges and liens hereinafter set forth (sometimes collectively referred to herein as "covenants, restrictions and development standards").

**ARTICLE I
DEFINITIONS**

517-45-3185

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meaning:

- a. "Association" shall refer to Aberdeen Business Park Owners' Association, Inc., a Texas non-profit corporation, its successors and assigns.
- b. "Board" shall refer to the Board of Directors of the Association.
- c. "City" shall refer to the City of Houston and shall mean that the reference includes the City law, code or regulation even though the Property is not located therein.
- d. "Committee" shall mean and refer to the Architectural Control Committee as provided for in Article VI hereof.
- e. "Common Areas" shall refer to those portions of the Property owned and/or maintained by the Association, including any improvements located thereon, such areas being for the common use, enjoyment and benefit of the Members of the Association.
- f. "Common Landscape Facilities" shall refer to the landscaping and sprinkler system serving the Common Areas and the Landscaped Medians, water well, water pump and related facilities located on a portion of the Common Areas, lighting facilities and street furniture (if any) installed by Declarant or the Association in the Common Areas and in the Landscaped Medians, but excluding driveway or parking area lighting and street furniture installed or to be installed by Owners.
- g. "Improvements" shall refer to improvements as defined in Section 6.4.
- h. "Declarant" shall refer to George Wimpey of Texas, Inc.
- i. "Landscaped Areas" shall refer to any and all areas of land within the Lots, together with the area between the front Lot line and the curb of the street, which areas are required (pursuant to the development standards contained in Article VII) to be planted with grass, plantings, ground cover, trees, hedges and/or shrubs, and expressly excluding therefrom all streets, buildings, parking areas, driveways and pedestrian walkways.
- j. "Landscaped Median" shall refer to any landscaped median within streets located within the Property, including any water feature installed or to be installed by Declarant or the Association.
- k. "Landscaping" shall refer to growing plants, including grass, plantings, vines, ground cover, trees, hedges and shrubs.
- l. "Lot" or "building site" shall mean any parcel of land out of the Property which is designated as such by Declarant, the Owners and the other parties hereto in an instrument or on a plat filed for record in the Office of the County Clerk of Harris County, Texas, or in a deed executed by Declarant or Owner(s). If any deed executed by Declarant or Owner(s) fails to designate one or more Lots or building sites with respect to the property conveyed therein, then each separately described parcel or tract conveyed therein shall constitute one Lot or building site. If Declarant or Owner(s) commence the actual construction of a building on a specific parcel of land in the Property not theretofore designated as a Lot or building site, the land area assigned by Declarant or Owner(s) specifically to such building, including that for on-site parking and landscaping, shall be a Lot or building site. All of the

foregoing is subject, however, to the authority hereby granted to the Committee to enlarge, to reduce the size of, to change the boundaries of, or to combine one or more Lots or building sites at any time, or from time to time, if such change, in the sole discretion of the Committee, will better serve the purposes and intent of this Declaration and is consented to by the Declarant or Owner(s) of the Lot(s) or building site(s) affected thereby. Any such change in one or more previously existing Lots or building sites shall be evidenced by an instrument executed by the Committee and the appropriate Declarant or Owner(s) and filed for record in the Office of the County Clerk of Harris County, Texas

- m. "Member" shall refer to each Owner of a Lot who shall be a member of the Association as provided in Article II.
- n. "Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as a security for the performance of an obligation.
- o. "Property" or "Aberdeen" shall refer to that certain real property described on Exhibit "A" attached hereto.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2.1 MEMBERSHIP.

Each and every Owner of a Lot shall automatically become and must remain a Member in good standing of the Association. Notices of changes in ownership of Lots shall be reported to the Secretary of the Association by the new Owners.

Section 2.2 VOTING MEMBERS.

All Members shall be entitled to 1 vote for each 1,000 square feet of land, or fraction thereof, contained in the Lot owned by each such person or legal entity according to the ownership records of the Association. When 2 or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Members, and the votes shall be exercised as they, among themselves, determine, but in no event shall more than 1 vote be cast with respect to each 1,000 square feet of land or fraction thereof contained in such a Lot.

Section 2.3 VOTING, QUORUM AND NOTICE REQUIREMENTS.

The vote of the majority of the votes entitled to be cast by the Members present or represented by legitimate proxy at a legally constituted meeting of the Association shall be the act of the Association, except that any action authorized by Section 3.4 shall require the assent of a majority of the votes entitled to be cast by the Members. Notice requirements for all actions to be taken by the Members of the Association shall be set forth herein or in its By-Laws, as the same may be amended from time to time.

During the period in which a lienholder holds a first lien covering a Lot, the Owner of such Lot may assign its voting rights as a Member of the Association to the beneficiary of such first lien deed of trust. Such assignment shall automatically terminate upon the release of the lien. Such assignment shall not be effective as an assignment of such voting rights until written notice thereof is actually received by the Association, together with evidence of said beneficiary's entitlement to cast said votes.

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**ARTICLE III
COVENANTS FOR ASSESSMENT**

Section 3.1 CREATION OF THE LIEN AND OBLIGATION OF ASSESSMENTS.

Declarant, for each Lot owned by it within the Property, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot) to pay to the Association or to an independent entity or agency which may be designated by the Association to receive such monies): (i) regular annual assessments or charges, and (ii) special assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing obligation of the Owner of such Lot at the time when the assessment became due.

Section 3.2 PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the enjoyment and welfare of the Owners of Lots and for the maintenance and improvement of the Property, and in particular for (i) the maintenance (and replacement as necessary, but excluding initial construction unless authorized pursuant to Section 3.4) of the Common Areas, Landscaped Medians, Common Landscape Facilities and any detention or drainage ponds or drainage areas, ditches or canals serving the Property; (ii) the payment of premiums for hazard insurance in connection with the Common Areas, Common Landscape Facilities and any improvements or facilities thereon to be replaced by the Association and public liability insurance of the Association; (iii) paying the cost of labor, equipment (including the expense of leasing any equipment) and material required for, and management and supervision of, the Common Areas, Landscaped Medians, Common Landscape Facilities and any detention or drainage ponds or areas serving the Property; (iv) providing spraying and other insect control procedures for the entire Property; (v) carrying out the duties of the Board; and (vi) carrying out the purposes of the Association as stated in its Articles of Incorporation and as stated herein.

Section 3.3 BASIS AND AMOUNT OF ANNUAL ASSESSMENT.

Each year, by the 31st day of January, the Board shall set the amount of the annual assessment for each Lot, taking into consideration, among other things, the then current maintenance costs, estimated increases in maintenance costs, the future needs of the Association. The amount of the annual assessment for each Lot as set by the Board shall be based upon the square feet of land area in such Lot, inclusive of the portion thereof in any easement within the boundaries of the Lot or building site, but exclusive of the land area in any easement adjacent but outside of the boundaries of the Lot or building site. The rate for the calendar year 1996 shall be \$0.01 per square foot of land (the "Maximum Rate") unless increased as set forth in Section 3.5. The rate set by the Board shall be the same for each Lot. The Board shall notify each Member of the amount of such Member's annual assessment by the 20th day of February of the year to which such assessment applies.

Section 3.4 SPECIAL ASSESSMENT

In addition to the annual assessment authorized by Section 3.3, the Association may, by vote of the Members as set out in Section 3.6, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction after initial construction, unexpected repair or replacement of a specified improvement, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation or as stated herein.

Section 3.5 VOTE REQUIRED FOR INCREASE IN MAXIMUM RATE OF ANNUAL ASSESSMENT.

The Maximum Rate of the annual assessment, as authorized by Section 3.3, may be increased only upon approval by a majority of the votes entitled to be cast by the Members at a meeting of the Association duly called for such purpose, written notice of which shall be given to all Members at least 30 days in advance, which notice shall set forth the purpose of the meeting.

Section 3.6 VOTE REQUIRED FOR SPECIAL ASSESSMENT.

The special assessment authorized by Section 3.4 must be approved by a majority of the votes entitled to be cast by the Members at a meeting of the Association duly called for such purpose, written notice of which shall be given to all members at least 30 days in advance, which notice shall set forth the purpose of the meeting.

Section 3.7 COMMENCEMENT DATE OF ANNUAL ASSESSMENT.

The first annual assessment provided for herein shall commence with the year 1996 and shall continue thereafter from year to year.

Section 3.8 DUE DATE OF ASSESSMENTS.

The assessments for any year shall become due and payable on April 1 of such year and shall be considered delinquent if not paid by April 30 of such year. The due date and delinquent date of any special assessment under Section 3.4 shall be fixed in the resolution authorizing such assessment.

Section 3.9 DUTIES OF THE BOARD OF DIRECTORS WITH RESPECT TO ASSESSMENTS.

Upon the establishment of or revision in the amount or rate of the annual assessment, or upon the establishment of a special assessment, the Board shall fix the amount of the assessment against each Lot and the applicable due date(s) for each special assessment at least 30 days in advance of the date such assessment is due and payable and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall be delivered or mailed to every Owner subject thereto within 10 days after such amounts and due dates have been fixed.

The Board shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of the payment for any assessment therein stated to have been paid.

Section 3.10 OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS.

The annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such assessments. No Owner may exempt itself from liability for such assessments. In the event of default in the payment of any such assessment, the Owner of the property shall be obligated to pay interest at the floating rate of two (2) percentage points above the prime rate as quoted from time to time in the Wall Street Journal (or its successor or any successor publication of equal or comparable standing) but in no event less than 10% per annum, said interest to be calculated on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees.

Section 3.11 ASSESSMENT LIEN AND FORECLOSURE.

All sums assessed in the manner provided in this Article but unpaid, together with interest as provided in Section 3.10 and the cost of collection, including reasonable attorney's fees, shall become, as soon as the same has been assessed or incurred or has accrued, as the case may be, a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the subject Owner and its heirs, personal representatives, successors and assigns. The

aforesaid lien shall be superior to all other liens and charges against said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record securing sums borrowed for the financing or refinancing of the improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Harris County, Texas. Such lien for payment of assessments shall attach with the priority set forth above from the date that such payment becomes delinquent as set forth in Section 3.8 and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property pursuant to the laws of the State of Texas governing private rights of foreclosure on property in Texas subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the assessments for a personal judgment for the above-described indebtedness and costs and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or private, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on such a defaulting owner's property at a foreclosure sale or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgage holding a prior lien on any part of the properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than 30 days after the same are due.

Section 3.12 COMMON AREAS EXEMPT.

The Common Areas and all portions of the Property owned by or otherwise dedicated to any political subdivision shall be exempt from the assessments and liens created herein.

ARTICLE IV GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 4.1 POWERS AND DUTIES OF THE BOARD.

The Board of Directors of the Association (the "Board"), for the mutual benefit of the Members of the Association, shall have the following powers and duties:

- a. To maintain or cause to be maintained the Common Areas and Landscaped Medians and Common Landscape Facilities, including, but not limited to, mowing, pruning, fertilizing, preservation and replacement of the landscaping and the upkeep and maintenance of sidewalks, if any, in the Common Areas and Landscaped Medians, and the upkeep and maintenance of sprinklers, sprinkler mains and laterals, sprinkler heads, equipment, water pumps, wells, signs, lighting and planting boxes located in the Common Areas or Landscaped Medians.
- b. To enter into contracts with Owners of Lots to provide similar landscape maintenance services to such Owners.
- c. At the option of the Board, to provide spraying and other insect control procedures for the entire Property.
- d. At the option of the Board, to provide a uniform security system for the entire Property and all buildings located thereon.
- e. To make reasonable rules and regulations for the operation of the Common Areas, Landscaped Medians and Common Landscape Facilities as specified herein and to amend them from time to time, provided that any rule or regulation may be amended or repealed

by an instrument in writing signed by the Owners of a majority of the total eligible votes of the membership of the Association.

- f. To enter into agreements or contracts with insurance companies with respect to insurance coverage.
- g. To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters relating to any properties or operations under its jurisdiction.
- h. To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.
- i. To enter into contracts, maintain one or more bank accounts, and generally to have all the powers necessary or incidental to the operation and management of the Association.
- j. To sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.
- k. To make available to each Owner within 60 days after the end of each year an annual report and, upon the written request of one-third (1/3) of the Members, to have such report audited by an independent certified public accountant at the Association's expense (to be part of the annual assessment) which audited report shall be made available to each Member within 30 days after completion.
- l. Pursuant to Article V, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property; and, if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.
- m. To suspend the voting rights of a Member for any period during which any assessment against such Member's Lot remains unpaid.
- n. To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of this Declaration, the By-Laws or the Articles of Incorporation.
- o. To declare the office of a member of the Board to be vacant in the event such member shall be absent from 3 consecutive regular meetings of the Board.
- p. To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors or such other employees as they may deem necessary, and to prescribe their duties and to set their compensation.
- q. To retain the services of legal, accounting and architectural firms.
- r. To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.
- s. To contract with any Owner (including without limitation one or more of the persons and entities constituting the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be at competitive rates and otherwise upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.
- t. To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations hereunder, for the operational

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protection of the Association or for the enforcement of the covenants, restrictions and development standards.

Section 4.2 LIABILITY LIMITATIONS.

Neither any Member nor any director or officer of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort arising from the actions of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, its trustees, officers, agents or employees shall be liable for any incidental or consequential damages for failure to secure or inspect any premises or improvements on the Property or portions hereof or for failure to secure, repair or maintain the same. The Declarant, the Association or its directors, officers, agents or employees shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any of such premises, improvements or portions thereof.

Section 4.3 RESERVE FUNDS.

The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association. The aggregate deposits in such reserve funds shall not exceed \$10,000.00 except upon approval by the majority of the votes entitled to be cast by the Members present or represented by legitimate proxy at a meeting duly called for the purpose of giving such approval.

ARTICLE V INSURANCE, REPAIR AND RESTORATION

Section 5.1 RIGHT TO PURCHASE INSURANCE.

The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Areas, Landscaped Medians and/or Common Landscape Facilities, and any improvements thereon or appurtenant thereto, for the interest of the Association, its trustees, agents and employees, and of all Members of the Association, in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location and use to the Property. Such insurance may include, but not be limited to:

- a. Comprehensive public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Owners and Members with respect to the Common Areas, Landscaped Medians and Common Landscape Facilities;
- b. Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds.

Section 5.2 INSURANCE PROCEEDS.

The Association and the Members shall use the net proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of the general reserve fund for repair and replacement of the Common Areas, Landscaped Medians and Common Landscape Facilities.

Section 5.3 INSUFFICIENT PROCEEDS.

If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment, as provided for in Article III, to cover the deficiency.

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**ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE**

Section 6.1 REQUIREMENT OF COMMITTEE.

The Association shall have an Architectural Control Committee (the "Committee"), which shall consist of three (3) members who shall be natural persons.

Section 6.2 DESIGNATION OF ARCHITECTURAL CONTROL COMMITTEE.

Declarant hereby appoints

Douglas G. Moss,
J. Michael Hill, and
Harry Gendel

as the initial members of the Committee. Hereafter, the Board shall have the exclusive right and power at any time and from time to time to appoint and remove members of the Committee and to fill vacancies thereon.

Section 6.3 FUNCTION OF ARCHITECTURAL CONTROL COMMITTEE.

Except for Improvements (as hereinafter defined) installed or constructed prior to March 12, 1996, no Improvement shall be erected, constructed, placed or altered on the Lots or on any portion of the Property until drawings and specifications in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by the Committee. The decision of the Committee shall be final, conclusive and binding upon the applicant.

All Improvements on the Property shall be made in accordance with drawings and specifications as the same may have been finally approved by the Committee. Notwithstanding the Committee's failure to either approve or disapprove the drawings and specifications for Improvements to be constructed on a Lot or building site, no improvements or buildings shall be constructed on any Lot or building site unless all aspects thereof meet all the requirements of this Declaration.

Section 6.4 DEFINITION OF "IMPROVEMENT".

"Improvement(s)" shall refer to (i) all buildings, roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, signs, exterior illumination, (ii) changes in any exterior color or shape and (iii) any other exterior construction or exterior improvement exceeding \$5,000.00 in cost. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

Section 6.5 SUBMITTALS FOR APPROVAL.

Submittal for approval may be made in three (3) phases as suggested below or in one (1) phase with complete documentation. The three (3) phase submittal is suggested for new building projects to receive approval of overall concepts prior to initiating extensive architectural and engineering services. Final submittals must be approved prior to erection, construction, placement or alteration of Improvements. Submit three (3) sets of the following to the Committee at the offices of the Declarant or at such other place as directed by the Declarant in writing:

a. **PRELIMINARY SUBMITTALS.**

- (1) Preliminary Site Plan showing all finish floor elevations, structures, driveways, parking areas, pedestrian ways, exterior storage, truck loading areas, walls, roof drainage, screening, and utility connections with related dimensions, area calculations, and parking calculations. Such Plan shall indicate the uses of all structures including a list of toxic, hazardous or flammable materials stored or used.
- (2) Preliminary Landscaping/Site Lighting Plan showing schematic layout of trees, shrubs, grass, berms, irrigation system in accordance with Section 7.3(i) as well as schematic exterior illumination. Include cut and fill details if any appreciable changes in the lot contours are contemplated.
- (3) Preliminary Floor Plans showing uses and general building layout with dimensions.
- (4) Preliminary Building Elevations showing wall materials, finishes and colors including roofing materials.
- (5) Statement of utilities availability for the intended uses from the Municipal Utility District.
- (6) Statement that finish floor elevations are located in accordance with applicable governing authorities.

b. **FINAL SUBMITTALS.**

- (1) Boundary and topographic surveys.
- (2) Construction working drawings and specifications including architectural, civil, structural, mechanical, electrical and plumbing drawings and specifications.
- (3) Grading and drainage working drawings and specifications.

c. **SUBSEQUENT SUBMITTALS.**

- (1) Landscape working drawings and specifications.
- (2) Exterior signage working drawings and specifications including structural drawings for free-standing signs.

Section 6.6 BASIS OF APPROVAL.

- a. Approval of drawings and specifications shall be based, among other things, on harmony of the exterior design, finishes and colors with neighboring structures within the Property and conformity to both the specific and general intent of the restrictions and covenants set forth herein.
- b. The Declarant or the Committee may from time to time establish development guidelines and standards for site planning, architecture, construction, building materials, signage and landscaping and, if and when such guidelines and standards are established, the same shall be used, with these covenants, as the basis for review and approval or disapproval of drawings and specifications.
- c. The person or entity submitting drawings and specifications for review shall be advised in writing of (i) the approval thereof by the Committee or (ii) the segments or features thereof which are deemed by the Committee to be inconsistent or not in conformity with this Declaration and said guidelines and standards.

If the Committee fails to approve or to disapprove such drawings and specifications or to reject them as being inadequate within 30 days after submittal thereof, it shall be conclusively presumed that the Committee has not approved such drawings and specifications. If drawings and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove a part conditionally or unconditionally, and reject the balance. In case of a dispute about whether the Committee responded within 30 days, the person submitting the drawings and specifications shall have the burden of establishing that the Committee received the drawings and specifications. The Committee's receipt of the drawings and specifications may be established by either a signed certified mail or other written receipt.

Section 6.8 VARIANCES.

The Declaration contains a number of provisions wherein the Declarant or the Committee is expressly granted the authority to permit, consent to or approve a variance from the specific requirements or effect of a particular covenant. Grounds for granting variances include, without limitation, changes in circumstances, other construction or uses on the Property or nearby land, and bona fide good faith error in submission or review of documents, drawings and specifications, or materials. In considering requests for variances Declarant or the Committee shall take into account the pattern of development, consistency in treatment of requests for variances, and the relationship between the cost to the Owner of the variance not being granted and the importance of the covenant from which a variance is being sought. The Declarant or the Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variance requested, drawings, specifications, plot plans and samples of materials) as it shall reasonably deem appropriate, in connection with its consideration of a request for a variance. If the Declarant or the Committee shall approve such request for a variance, the Declarant or the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the portion of the Property relative to which such variance has been requested describing the applicable covenant(s) and the particular variance requested, expressing the decision of the Declarant or the Committee to permit the variance, describing (when applicable) the conditions (which may be affirmative and/or negative in nature) on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the nature of the proposed use which has been approved, or the fence location approved and signed by an officer or employee of the Declarant or the Committee. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Declarant or the Committee; or (b) failure by the Declarant or the Committee to respond to the request for variance within sixty (60) days following its submission.

Section 6.9 LIMITATIONS OF LIABILITY.

No approval or consent or non-approval or non-consent by Declarant or the Committee to drawings and specifications or a variance request shall impose any obligation or responsibility on Declarant or the Committee for compliance with laws or regulations, structural soundness, or proper construction methods of any work performed on the Property, and each Owner hereby releases Declarant and the Committee from any such obligation or responsibility. The Committee shall not be liable in damages or otherwise, to anyone submitting drawings and specifications for approval or to any Owner by reason of mistake or judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any drawings or specifications.

**ARTICLE VII
DEVELOPMENT STANDARDS AND PROTECTIVE COVENANTS**

Improvements shall meet the standards set forth in this Declaration and any guidelines from time to time established by the Committee.

Section 7.1 USES.

a. PERMISSIBLE USES.

Lots or building sites may be used solely for office, commercial, research, servicing, light industrial, manufacturing, warehousing and distribution purposes and services ancillary to such uses, all under the conditions herein set forth. Uses other than the above may be permitted only by prior written approval of the Committee in its sole discretion and only if such uses are considered by the Committee to be compatible with the land uses listed above.

b. USE LIMITATIONS.

The following uses on the Lots within the Property are not permitted:

- (1) Residential dwellings or occupancy of any kind, including but not limited to single or multi-family, apartments or condominiums.
- (2) Storage or long-term parking (in excess of 24 hours) of campers, boats, trailer-homes or motor homes.
- (3) Any use which involves the raising, breeding or keeping of any animals or poultry.
- (4) Any use which is hazardous by reason of excessive danger of fire or explosion, including, without limitation, the storage or handling of toxic, flammable or explosive substances.
- (5) Objectionable or nuisance uses, including, without limitation, by reason of odor, dust, fumes, smoke, noise, pollution, vibration, refuse matter or water-carried waste.
- (6) Uses considered objectionable, such as junk or salvage yards or by any other reason that has an adverse effect on adjoining property.
- (7) Uses in violation of the laws of the United States or of the State of Texas or any subdivision thereof.
- (8) Further subdividing of Lots, building sites or parcels of land without the prior written approval of the Committee.
- (9) Commercial stockpiling or excavation of building or construction materials (but excluding excavation in connection with construction of improvements on the Property).
- (10) Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse, or the construction or operation of water or sewage treatment plants or electrical substations (excluding such plants as may be operated by public utility companies or by utility or similar districts providing services to the Property).
- (11) Smelting of iron, tin, zinc or other ores; or refining of petroleum or its products.
- (12) Any other activity or use which in the sole discretion of the Committee is obnoxious to or out of harmony with a first-class office and industrial land development shall

not be permitted on any portion of the Property. No use shall be permitted which is in violation of the laws of the United States or the State of Texas or any subdivision thereof. Neither the Declarant nor the members of the Committee shall be liable to any person in respect of any use for which the Committee has in good faith granted such approval.

Section 7.2 GOVERNMENTAL AUTHORITIES.

All Improvements shall be constructed in accordance with all applicable building codes and laws, rules and regulations of governmental authorities having jurisdiction.

Section 7.3 SITE DESIGN.

a. PLATS.

No re-subdivision of a Lot or building site and no combination of two or more Lots or building sites shall be permitted without the prior written approval of the Committee, which approval may be withheld or denied in its sole discretion and such approval may be conditioned upon compliance with such additional requirements and covenants as the Committee may reasonably impose.

b. SITE WIDTH.

Minimum site width shall be 80 feet measured at the front setback line.

c. GRADING AND DRAINAGE.

- (1) Surface drainage including roof and paving drainage, shall be collected on-site and connected to underground storm drain structures designed to conform to the overall drainage plan of the Property, including on-site detention as required.
- (2) All structures will be equipped with roof drains, gutters, downspouts and/or other drainage conveyances. Exposed downspouts shall be at a location and of a material acceptable to the Committee. Conveyance of water from downspouts shall be via underground storm sewers or via concrete flumes or paving. No downspout water will be permitted to be deposited directly onto landscaped areas or into open ditches.

d. EARTHWORK.

- (1) No excavation, filling or grading shall be made except in conjunction with construction of Improvements. When such Improvements are completed, all exposed openings shall be back-filled, compacted, graded and landscaped.
- (2) Care shall be taken not to cause damage to adjacent properties, streets and landscaping during construction. Provide erosion barriers as required by governmental authorities.

e. SETBACK LINES.

- (1) All structures shall comply with the then applicable City regulations with respect to setback lines. In addition, subject to the provisions of Section 7.3(e)(6) hereof, setbacks for buildings/structures and parking/paved areas shall be as follows (measured at right angles from the Lot or property line):

	Buildings/ Structures	Metal Buildings	Parking/Paving Areas
Telge Road	50'	150'	10'
Tuckerton Road	45'	150'	10'
Other Public Streets	35'	150'	10'
Side Building Site Line	30'	150'	5'
Rear Building Site Line	30'	30'	5'

(2) Side & Rear Setbacks:

- (a) Minimum side and rear setbacks shall be as listed above, except when a street is at the side of a building or other structure, and in that case, the street setback shall govern.
- (b) Side and rear setbacks adjacent to permanent easements not permitting improvements thereon may be reduced in the sole discretion of the Committee.

(3) Exceptions: The following improvements are expressly excluded from this setback restriction:

- (a) Structures below and covered by the ground where such structures will not interfere with provisions for underground utilities.
- (b) Steps, walks, driveways and curbing.
- (c) Planters, walls, fences or hedges, not exceeding 8 feet in height.
- (d) Landscaping, including landscaped earthen berms.
- (e) Approved signs.

(4) Consolidation of Lots or Building Sites: If one or more contiguous and adjoining Lots or building sites are owned by the same Owner, the side and/or back setbacks common to the contiguous sites may be waived by the Committee at its sole discretion.

(5) In the event of any conflict between the setback lines provided for herein and those provided for in any deed executed by Declarant or those shown and provided for on any recorded Plat, the setback line which (of the conflicting setback lines) provides for a greater setback, shall control and be the setback line which the Owner of the Lot or building site affected thereby must honor.

(6) The Committee reserves the right, during its review of Improvements, to permit exceptions from the required setbacks where necessary or desirable in its sole discretion to accomplish a more effective and compatible land utilization; especially where easement or rights-of-way adjoin the Lots of building sites.

f. PARKING.

- (1) Adequate automobile and truck parking spaces, including, without limitation, spaces for employee, customer, vendor and visitor parking, shall be provided on each Lot or building site and all such parking areas shall be internally drained, striped, curbed, and permanently surfaced with concrete or asphalt. Minimum parking requirements/spaces shall be as follows:

Use	Spaces Required (GFA = gross square footage of building)
Office	4 spaces per 1,000 GFA
Warehouse	1 space per 5,000 GFA
Heavy Manufacturing	1 spaces per 2,000 GFA
Light Manufacturing	1 space per 1,500 GFA
Research/Development	1 space per 1,000 GFA
Other Uses	In accordance with City of Houston Parking Ordinance.
Trucks/Loading	As required to prevent off-site parking, loading or staging.

- (2) To the extent that applicable governmental authority may from time to time require more parking spaces than those required by these Protective Covenants, such governmental requirements shall control, but the minimum parking requirements established by these Protective Covenants shall never be reduced except by prior written approval of the Committee.
- (3) All drawings and specifications submitted to the Committee shall include calculations indicating building uses, initial and future building population, anticipated visitor parking, and truck and staging count as well as specific information as to construction details, materials and site dimensions.
- (4) No use shall be made of any Lot or building site or any Improvements constructed thereon which requires or is reasonably expected to require or attract parking in excess of the capacity of the facilities provided for parking on such Lot or building site. Parking, staging or loading will not be permitted on any street or at any place other than designated parking and loading areas shown on the Drawings and Specifications submitted to the Committee.
- (5) All parking areas shall be screened from public view in a manner approved in writing by the Committee in its sole discretion prior to the construction of improvements or any alteration thereof. Unless otherwise approved in writing by the Committee prior to construction, parking will not be permitted in front of any parking setback line.

g. DRIVEWAYS.

- (1) Driveways shall be paved with concrete and generally curbed and guttered, unless otherwise approved by the Committee in writing.
- (2) All driveways shall conform to the requirements of any code, ordinance or other law and the following minimum requirements:
 - (a) Minimum curb radius for automobiles: 10'
 - (b) Minimum curb radius for trucks: 15'

h. UTILITIES.

- (1) All utility and service lines including, without limitation, water, sanitary and storm sewer, gas, electricity, and communications, shall be located underground.
- (2) Electrical lines may be located above ground only with the prior written approval of the Committee.

i. LANDSCAPING.

517-45-3199

The Committee may at its sole discretion establish landscape guidelines which shall supplement and augment the following requirements:

- (1) **Common Area Landscaping:** The Declarant shall install landscaping, irrigation and other features in all medians within the public streets of the Property and in the Common Landscape Areas.
- (2) **Plans:** Landscape drawings submitted for approval shall include plant material and landscape construction to be installed on the site, and complete drawings for an underground lawn irrigation system.
- (3) **Landscaped Area:** Landscaping shall be provided in all areas of the Lot or building site not covered by building, paving or a railroad easement.
- (4) **Installation:** Landscaping in accordance with the drawings submitted and approved by the Committee must be installed within 30 days following the occupancy of the building or as soon as practicable, allowing for the seasons of the year, but in no event later than 180 days following occupancy of the building.
- (5) **Landscape Treatment:** Minimum landscape requirements of the Lot or building site shall be in the form of grass lawns and ground covers, shade trees in parking areas, and street trees as follows:
 - (a) **Street Trees:** Provide 3-1/2" minimum caliper Live Oaks or other approved shade trees on all street frontages, planted just inside property line at 30' centers. The requirement for street trees includes land areas under the same ownership reserved for future development. Existing street trees, located in proposed driveways, shall be relocated on site using approved tree moving professionals.
 - (b) **Parking Area Trees:** Provide 3-1/2" minimum caliper Live Oaks or other approved shade trees in automobile parking or other areas at the Lot approved by the Committee in writing at the rate of 1 tree for each 10 automobiles. Locate trees in front of the main building(s) in minimum 8' wide islands in the parking area.
 - (c) **Additional Trees and Screening:** Provide additional shade trees, ground covers, screening plants, and shrubs as required to meet screening requirements and to complete the overall landscaping design.
 - (d) **Grass:** Provide hydromulched Common Bermuda or equivalent ground cover.
- (6) **Irrigation System:**
 - (a) An underground lawn irrigation system designed by a licensed irrigator or landscape architect, shall be installed in all Landscaped Areas.
 - (b) Existing irrigation systems (if any) along the street frontage shall be modified, without permanent interruption of the irrigation system on adjacent properties, to operate from the Owner's irrigation system.
 - (c) Irrigation system water meter and connection to water main shall be coordinated with the Utility District. Exposed irrigation system controls shall be screened.

- (7) All Lots or building sites shall contain properly maintained and irrigated grass along the front of each Lot between the street curb and the Lot and within and inside the front Lot line a distance of 10 feet. Additionally, areas of land under the same ownership but reserved for future development shall be cut a minimum of three (3) times a year.
- (8) Landscape treatment shall not interfere with sight line requirements at street 67 driveway intersections.
- (9) All landscaping shall be designed for reasonable maintenance and all Landscaped Areas shall be well maintained at all times. Paving or terracing may be used in areas where excessive maintenance would otherwise be required.

j. SCREENING AND BUILDING SITE APPEARANCE.

- (1) Screening: No articles, goods, materials, incinerators, storage tanks, or like equipment shall be kept in the open or exposed to public view or to view from adjacent buildings unless such materials or equipment are screened from view in a manner approved in writing by the Committee in its sole discretion.
- (2) Screening shall be of a height at least equal to that of the materials or equipment being stored, but in no event less than eight feet (8') in height unless otherwise approved in writing by the Committee. All such storage shall be limited to the rear two-thirds (2/3) of a Lot or building site; however, under no circumstances shall any materials or equipment be stored within forty feet (40') of any street.
- (3) Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents, and any other structures or equipment shall be architecturally compatible with other improvements or effectively screened from public view by an architecturally sound method approved in writing by the Committee before construction or erection of said structures or equipment.
- (4) Storage in parking areas or driveways is specifically prohibited.
- (5) All roof-top mechanical equipment shall be screened, in a manner acceptable to the Committee, from the view of adjacent streets and Lots with material compatible with the building's architecture or by the use of a parapet wall. Ground-mounted equipment such as power transformers and air conditioning equipment shall be screened from public view by fencing or landscaping, in a manner acceptable to the Committee.
- (6) Once the written approval of the Committee has been obtained, the screening required and approved by the Committee must continue to exist and be maintained in a sound and sightly condition for so long as screening shall be required under the terms hereof.

k. LOADING DOCKS AND LOADING AREAS.

- (1) Unless otherwise approved by the Committee in its sole discretion, loading docks and loading areas shall be located so as not to face any street and shall be screened from view from all streets and the ground level of adjacent buildings in accordance with paragraph (j) of this Section 7.3.
- (2) The Committee may consider approval of loading docks which face a street, provided such loading docks are at least ninety (90) feet from the front property

line and screened in a manner acceptable to the Committee, to be approved in writing in its sole discretion.

I. **EXTERIOR ILLUMINATION.**

- (1) All parking lots, driveways and walks shall be illuminated with pole mounted cut-off type fixtures and the front sides of all major buildings shall be illuminated with ground mounted or other approved fixtures. Additional security lighting around the perimeter of all buildings is encouraged.
- (2) Exterior illumination shall remain in full operation from twilight until 10:00 p.m., 7 days a week.

Section 7.4 **BUILDING EXTERIOR MATERIALS.**

a. **WALL MATERIALS.**

All structures shall have exterior walls of an approved, permanent architecturally-finished materials to finished grade. Approved materials are listed below. Another material may be used in lieu thereof, provided such material is determined by the Committee to be equivalent, or better.

- (1) Exposed Aggregate Architectural Concrete or Cast Stone (sandblasted, fractured or other exposed aggregate method).
- (2) Masonry, including stone, brick, or tile.
- (3) Glass curtainwall or storefront.
- (4) Metal siding materials, with set back in accordance with Section 7.3, are approved for use on manufacturing and warehouse buildings if combined with concrete, masonry or curtainwall office areas or screen walls on the street side(s) of the building.

b. **BUILDING ROOFS.**

The following roofing materials are approved:

- (1) Built-up or single-ply roofing.
- (2) Standing seam metal roofing with approved materials and concealed fasteners.

Metal roofs with exposed fasteners are prohibited.

Section 7.5 **EXTERIOR SIGNS.**

- a. The design, material, location and placement of all signs must be approved in writing by the Committee prior to erection and must be in keeping with the character of Aberdeen, such compatibility to be determined in the sole opinion or discretion of the Committee.

b. **REMOVAL.**

If, at any time, the purchaser, Owner, user or lessee of any Lot or building site shall be in violation of this Section 7.5, the Declarant or the Association, without being deemed to be guilty of a trespass and without being otherwise liable to such purchaser, Owner, user, lessee, or any other person, may enter upon the Lot or building site or any part thereof and may remove any sign not complying with this Section 7.5 or not previously

approved as herein required. For purposes of this Section 7.5, "signs" shall include, without limitation, flags, flagpoles, awnings, canopies and pylons. All costs incurred by the Declarant or the Association in removing signs which do not comply with this Section 7.5, together with interest thereon from the date the costs are incurred until repaid at the maximum lawful rate, shall be due and payable by the owner of the applicable Lot or building site upon demand. The repayment of such sums shall be secured by the mechanic's lien created by Section 3.11 hereof as if such costs were incurred in performing maintenance on such Lot or building site.

Section 7.6 CONSTRUCTION COMPLETION.

Once commenced, construction shall be diligently pursued to completion. Such construction may not be left in a partly finished condition any longer than is reasonably necessary.

Section 7.7 TEMPORARY STRUCTURES.

No temporary building or structure other than construction offices and structures related to construction shall be installed or maintained on any Lot or building site without the prior written approval of the Committee. All temporary structures used for construction purposes must be removed promptly upon cessation of construction operations to which they relate.

Section 7.8 EASEMENTS.

- (a) No structure shall be erected on any easement within a Lot or building site or elsewhere within the Property, and no Improvement shall be placed within such easements without the prior written approval of the Committee and the holder of such easement rights. Easements may be crossed by driveways and walkways upon receipt of the prior written approval of the holder of such easement rights and provided appropriate measures are taken to protect the pipes, lines and installations within such easements.
- (b) Neither the Declarant, the Association nor any member of the Committee nor the holder of such easement rights shall be liable for any damages done by them or their respective assigns, agents, employees or contractors to shrubbery, trees, flowers, plantings or improvements located in, on or under the land burdened by such easements.
- (c) The Declarant reserves the right to dedicate for utility easements any or all areas within a Lot or building site between front, side, and rear building setback lines outward to the Lot or building site property lines.

Section 7.9 TRASH.

Trash, garbage, or other waste shall not be kept except in sanitary containers. All trash, garbage or other waste shall be screened from view and removed no less often than once per week.

ARTICLE VIII MAINTENANCE

Section 8.1 DUTY OF MAINTENANCE.

Owners and occupants (including lessees) of any Lot in Aberdeen or the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied by such Owner, including buildings, Improvements, grounds, landscaping and drainage easements and other rights-of-way incident thereto, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse and waste.
- b. Lawn mowing on a regular basis.
- c. Tree and shrub pruning.
- d. Watering by means of a lawn sprinkler system or hand watering as needed.
- e. Keeping exterior lighting and mechanical facilities in working order.
- f. Keeping lawn and garden areas alive, and any adjoining railroad rights-of-way or drainage ditches attractive and free of weeds.
- g. Removing and replacing any dead plant material.
- h. Keeping vacant land well maintained and the entire site free of trash and tall weeds.
- i. Keeping parking areas, driveways and interior roads within the Lot or building site in good repair and free of pot holes.
- j. Complying with all governmental, health and police requirements.
- k. Striping of parking areas.
- l. Repair of exterior damage to Improvements.
- m. Maintenance, repair and replacement of all exterior surfaces, including replacement of rotten, deteriorated or rusted parts, and regular painting of all painted surfaces.

Section 8.2 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 may give such person written notice of such failure and such person must, within 10 days (or longer period if permitted by the Association and based on good cause) after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of a Lot or any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement from the Association for such work, then said indebtedness (which shall bear interest at the rate provided in Section 3.10 and shall include the same type of collection costs described in such section) shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the Lot or that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Section 3.11, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights to enforce such lien in all respects, including but not limited to the right of foreclosure.

ARTICLE IX COMMON AREAS

Section 9.1 EASEMENTS OF ENJOYMENT.

Subject to the provisions of Section 9.3, every Member of the Association shall have a right and easement of enjoyment in and to the Common Areas.

Section 9.2 TITLE TO COMMON AREAS.

The Association shall hold title to the Common Areas and shall be responsible for their operation and maintenance.

Section 9.3 EXTENT OF EASEMENTS.

The rights and easements of enjoyment created hereby shall be subject to the right of the Association to:

- a. Prescribe rules and regulations for the use, enjoyment and maintenance of the Common Areas.
- b. Sell and convey the Common Areas, or any part thereof, provided such sale or conveyance is approved by two-thirds (2/3's) of the total eligible votes of the membership of the Association at a meeting duly called for such purpose, written notice of which shall be given to all Members at least 30 days in advance, which notice shall set forth the purpose of the meeting.
- c. Borrow money for the purpose of improving the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof.
- d. Take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure.
- e. Suspend the easements of enjoyment of any Member of the Association during which time any assessment levied under Article III remains unpaid, and for a period not to exceed 30 days after the cessation of the infraction for any infraction of its published rules and regulations.

ARTICLE X EASEMENTS

Section 10.1 STREETS AND UTILITIES.

The Property is subject to certain existing easements for streets and utilities which appear of record in the Office of the County Clerk of Harris County, Texas, and Declarant and Owners reserve the right to dedicate, convey, or otherwise create by instruments or plats filed for record in such office other easements for streets, utilities and other purposes over, on, or under the Property at or prior to the time Declarant and Owners part with title to the land within each respective easement. All such recorded easements are incorporated herein by this reference, and the title conveyed by Declarant and Owners to any Lot or building site shall be subject thereto, whether or not so provided in the deed conveying same. Declarant's and Owners' title to any utility lines, facilities and appurtenances within the easements shall not pass to the purchaser of any Lot or building site but shall remain with Declarant and Owners and may be given, sold or leased by Declarant and Owners to any public authority, utility company or holder of a public franchise at any time thereafter.

Section 10.2 OWNER'S OBLIGATION.

After the conveyance by Declarant or Owners of any Lot or building site, at the Declarant's or Owner's request, the Owner thereof shall be obligated to dedicate or convey any additional easement required by Harris County, the City, or any public utility company for water, sanitary sewer, drainage, electric power and/or gas service to or within the Property or any part thereof, provided the easement is confined to that part of the Lot or building site within its setback area. If the Owner of any Lot or building site fail to execute any easement requested pursuant to this Section 10.2, within thirty (30) days after the Declarant or Owner (which made the conveyance) submit it to such Owner, such Declarant or Owner shall be authorized and is hereby empowered to execute the easement as the agent

and attorney-in-fact for such Owner; furthermore, this power of attorney is acknowledged and declared to be coupled with an interest and to be irrevocable.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.1 DURATION.

This Declaration and the covenants, restrictions and standards set forth herein shall run with and bind the Property and shall inure to the benefit of every Owner of a Lot in the Property, including Declarant, and their respective heirs, personal representations, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2009. At such time, the covenants and restrictions herein shall be automatically extended for successive periods of 10 years each unless amended as provided in Section 11.2.

Section 11.2 AMENDMENT.

From and after the date hereof this Declaration may be amended or terminated at any time by 75% of the total eligible votes of the membership of the Association. Members may vote in person or by legitimate proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least 15 days in advance, which notice shall set forth the purpose of such meeting. Any such amendment or termination shall become effective when an instrument is filed for record in the Deed Records of Harris County, Texas, with the signatures of the requisite number of the Owners.

Section 11.3 ENFORCEMENT.

The Association shall have the right (but not the duty) to enforce any of the covenants, restrictions and development standards set out in this Declaration and any subsequent amendment to this Declaration. Enforcement of the covenants, restrictions and development standards shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction or development standard, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any such covenant, restriction or development standard shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.4 INITIAL CONSTRUCTION PERIOD; REPURCHASE OPTION.

Unless otherwise specified in the initial deed conveying any Lot or building site, construction of a building and related improvements approved by the Committee shall be commenced on such Lot or building site within twelve (12) months from the date of such conveyance and diligently thereafter proceed to final completion (i.e., ready for tenant improvements or occupancy) within eighteen (18) additional months plus any period of Excusable Delay. As used herein, "Excusable Delay" means a period of time equal to the duration of delays caused by fire, act of God, shortage of labor or materials, strike, lockout, casualty or other conditions beyond a person's reasonable control. In the event of any breach of the foregoing construction covenant, then at any time following such breach and notwithstanding the fact that the owner of the affected Lot or building site may be attempting to cure such breach, the owner of such Lot or building site will, upon the request of the Grantor of such Deed, its successors or assigns, and upon tender to such owner in cash of a sum of money equal to the original purchase price paid by such owner to the Grantor of such Deed for such Lot or building site, reconvey such Lot or building site to the Grantor of such Deed, its successors or assigns, by special warranty deed free and clear of all liens and encumbrances other than those to which the original conveyance of such Lot or building site was subject. Such right of the Grantor of such Deed to require reconveyance of a Lot or building site following a breach of the foregoing construction covenant shall be exercised, if at all, by the Grantor of such Deed on or before thirty-six (36) months from the date of such conveyance plus any period of Excusable Delay, at which time, failing exercise thereof, such option shall terminate and be of no further force or effect. If the owner of a Lot or building site executes a first lien deed of trust or mortgage to secure a loan made to construct buildings and improvements on such Lot or building site and informs the Grantor of such Deed in writing of the name

give written notice of any default under this Section 11.4 to such mortgage holder at the address furnished, and such mortgage holder shall thereupon have a reasonable period of time (not to exceed 120 days) following the date of such notice within which to foreclose its lien on such Lot or building site and to comply with the provisions of this Section 11.4 as to which a breach has occurred and to otherwise comply with all of these Protective Covenants; and while such mortgage holder is attempting in good faith to accomplish within the time period allowed it here under the foregoing, Grantor of such Deed shall not exercise its right to require a reconveyance of the Lot or building site.

Section 11.5 SEVERABILITY OF PROVISIONS.

If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 11.6 NOTICE.

Whenever written notice to the Owners (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owners appearing on the records of the Association (and as furnished to the Board by such Owners). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail properly addressed, whether received by the addressee or not.

Section 11.7 TITLES.

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 11.8 EXHIBITS.

The exhibits attached hereto are incorporated herein by reference for all purposes.

Section 11.9 EXISTING IMPROVEMENTS.

Notwithstanding any provision of this Declaration to the contrary, all Improvements existing on the Property at the time that this Declaration is recorded shall be deemed to be approved by the Committee and in compliance with the development standards and protective covenants set forth herein.

Section 11.10 COUNTERPARTS.

This instrument may be executed in one or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties.

JOINDER OF LIENHOLDER

The undersigned, Boatmen's National Bank of Oklahoma, a national banking association, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration and defined as the "Property" in said Declaration, as such mortgagee and lienholder, does hereby consent to and join in this Declaration.

JOINDER OF TENANT

The undersigned, A-1 Freeman Relocation, Inc., being a tenant under a lease from James W. Freeman, Trustee, of a portion of the real property described in the foregoing Declaration and defined as the "Property" in said Declaration, as such tenant, does hereby consent to and join in this Declaration.

EXECUTED as of this 13 day of MARCH, 1998.

Declarant and Owners of the Property described on Exhibit "A" and other parties having an interest in and to a portion of the Property:

GEORGE WIMPEY OF TEXAS, INC.

By: Douglas G. Moss
Name: Douglas G. Moss
Title: Senior Vice President
Declarant

STATE OF TEXAS

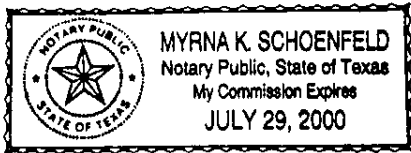
COUNTY OF TRAVIS

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§

This instrument was acknowledged before me on this 13 day of MARCH, 1998 by Douglas G. Moss, Senior Vice President of GEORGE WIMPEY OF TEXAS, INC., a Texas corporation, on behalf of said corporation.

Myrna K. Schoenfeld
Notary Public in and for the State of Texas

My Commission Expires: July 29, 2000



STEWART & STEVENSON REALTY CORPORATION

By: David R. Stewart
 Name: DAVID R. STEWART
 Title: PRESIDENT
 Owner

STATE OF TEXAS

§

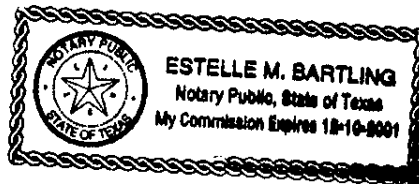
COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on this 21st day of January, 199~~7~~⁸ by
David R. Stewart, President of STEWART & STEVENSON REALTY
 CORPORATION, a Texas corporation, on behalf of said corporation.

Estelle M. Bartling
 Notary Public in and for the State of Texas
 My Commission Expires: _____



TOROMONT PROCESS SYSTEMS, INC.

By: [Signature]
 Name: JERRY FRAELIC
 Title: GENERAL MANAGER Owner

STATE OF TEXAS

§

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 2 day of FEBRUARY, 1997 by
JERRY FRAELIC, GENERAL MANAGER of TOROMONT PROCESS SYSTEMS, INC., a
TEXAS corporation, on behalf of said corporation.

[Signature]
 Notary Public in and for the State of Texas

My Commission Expires: _____



JOINDER BY NEW OWNER

517-45-3210

The undersigned, Precision Clean Piping, Inc. ("Precision"), the successor in interest to Precision Tube Finishing, Inc., hereby joins in the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Restrictions") to evidence its consent and approval to such Restrictions and that the property purchased by Precision will be bound and governed by the terms and provisions of said Restrictions.

EXECUTED as of this 22 day of January, 1998.

PRECISION CLEAN PIPING, INC.

By: W. J. Dutton
Name: W. J. DUTTON
Title: VICE PRESIDENT

STATE OF TEXAS

§

COUNTY OF HARRIS

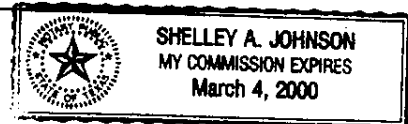
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This instrument was acknowledged before me on this 22 day of January, 1998 by W. J. DUTTON, VICE PRESIDENT of PRECISION CLEAN PIPING, INC., a Texas corporation, on behalf of said corporation.

Shelley A. Johnson
Notary Public in and for the State of Texas

My Commission Expires: _____



T. I. INVESTMENTS, LTD.,
A TEXAS LIMITED PARTNERSHIP

By: T. I. REALTY, INC., general partner

By: Paul McGarry
Name: Paul McGarry
Title: _____
Owner

STATE OF TEXAS

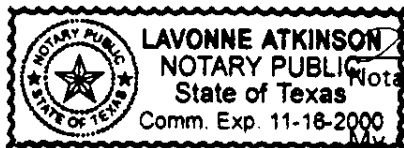
§

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 5th day of MARCH, 1998 by
Paul McGarry, Owner, Secretary, Treasurer of T. I. REALTY, INC., general partner of T. I.
INVESTMENTS, LTD., a Texas limited partnership, on behalf of said partnership.



Lavonne Atkinson
Notary Public in and for the State of Texas
Comm. Exp. 11-16-2000
My Commission Expires: 11-16-2000

James W. Freeman
 JAMES W. FREEMAN, TRUSTEE Owner

A-1 FREEMAN RELOCATION, INC.

By: Al Freeman
 Name: Jim Freeman
 Title: Pres
 Tenant

NationsBank, N.A. successor to
 BOATMEN'S NATIONAL BANK OF OKLAHOMA

By: Ty Downs
 Name: Ty Downs
 Title: V.P.
 Lender

STATE OF OKLAHOMA

COUNTY OF Oklahoma

§
§
§

This instrument was acknowledged before me on this 13th day of January, 1998 by
 JAMES W. FREEMAN, TRUSTEE, as Trustee.

Debra Milton
 Notary Public in and for the State of Oklahoma
 My Commission Expires: 7-21-01

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on this 13th day of January, 1998 by
Jim Freeman, Pres of A-1 FREEMAN RELOCATION, INC., a
TX corporation, on behalf of said corporation.
 (state)

Debra Milton
 Notary Public in and for the State of Texas
 My Commission Expires: 7-21-01

STATE OF OKLAHOMA

§

COUNTY OF Oklahoma

§

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This instrument was acknowledged before me on this 8th day of January, 1998 by
Ty Downs, V.P. Nations Bank, N.A. Successor to
(capacity) of BOATMEN'S NATIONAL BANK OF OKLAHOMA, a
 national banking association, on behalf of said national banking association.

[Signature]
 Notary Public in and for the State of Oklahoma

My Commission Expires: Jan 19, 1999

517-45-3214

JOINDER BY NEW OWNER

The undersigned, Century Corrosion Technologies, Inc. ("Century"), has this day purchased from George Wimpey of Texas, Inc. d/b/a Morrison Homes ("Wimpey") that certain 7.00 acre tract and parcel of land located within the Aberdeen Business Park as more fully described in the Special Warranty Deed from Wimpey to Century which is being filed of record in the Official Public Records of Real Property of Harris County, Texas and, pursuant to such purchase, Century hereby joins in the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Restrictions") to evidence its consent and approval to such Restrictions and that the above-described property being purchased by Century will hereafter be bound and governed by the terms and provisions of said Restrictions.

EXECUTED as of this 13th day of January, 1998.

CENTURY CORROSION TECHNOLOGIES, INC. 19 ✓

By: *Gary Thomas*

Name: GARY THOMAS

Title: PRESIDENT

Owner

STATE OF TEXAS

§

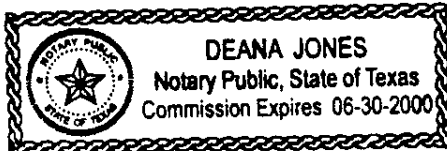
COUNTY OF HARRIS

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This instrument was acknowledged before me on this 13th day of January, 1998 by

GARY THOMAS, PRES. of CENTURY CORROSION TECHNOLOGIES, INC., a Texas corporation, on behalf of said corporation.



Deana Jones
Notary Public in and for the State of Texas

My Commission Expires: _____

TWO TRACTS OF LAND IN HARRIS COUNTY, TEXAS

TRACT I

METES AND BOUNDS DESCRIPTION
OF A 616.213 ACRE TRACT OF LAND
OUT OF THE H. & T.C.R.R. CO. SURVEY, SECTION 55, A-460
THE H. & T.C.R.R. CO. SURVEY, SECTION 56, A-1397,
THE W. H. GENTRY SURVEY, A-295,
AND THE F. FRY SURVEY, A-267
HARRIS COUNTY, TEXAS

D

Being a tract of land containing 616.213 acres out of the H. & T.C.R.R. Company Survey, Section 55, Abstract 460; H. & T.C.R.R. Company Survey, Section 56, Abstract 1397; W.H. Gentry Survey, Abstract 295; and F. Fry Survey, Abstract 267 in Harris County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the most westerly Northwest corner of the H. & T.C.R.R. Company Survey, Section 55, Abstract 460, same being on the South line of the Wm. Francis Survey, Abstract 260;

THENCE North 89°58'40" East, 1418.07 feet to a 5/8-inch iron rod found for corner, same being the Southeast corner of the Wm. Francis Survey, Abstract 260;

THENCE North 00° 03' 54" West, 5317.54 feet to a 5/8-inch iron rod found for corner;

THENCE North 00° 01' 25" East, 1002.77 feet to a 3/4-inch iron rod found for corner, same being on the Southwest line of the H. & T.C. Railroad right-of-way;

THENCE South 50° 32' 40" East along said right-of-way line, 1576.77 feet to a 3/4-inch iron rod found for corner;

THENCE South 50° 47' 17" East continuing along said right-of-way line, 693.64 feet to a 3/4-inch iron rod found for corner;

THENCE South 50° 23' 53" East continuing along said right-of-way line, 939.17 feet to a 3/4-inch iron rod found for corner;

THENCE South 00° 01' 20" West, 2402.69 feet to a 1-inch iron pipe found for corner;

THENCE South 00° 02' 14" West, 1196.17 feet to a 1-inch iron pipe found for corner;

THENCE South 00° 02' 09" West, 1267.51 feet to a 5/8-inch iron rod found for corner;

THENCE South 00° 00' 59" West, 629.68 feet to a 1-inch iron pipe found for corner;

THENCE South 00° 03' 43" West, 2316.27 feet to a fence post for corner, same bears North 00° 03' 43" East, 35.00 feet from a found 1-inch iron rod;

THENCE North 89° 56' 16" West, 3886.40 feet to a fence post for corner, same bears North 00° 00' 36" East, 44.45 feet from a found 5/8-inch iron rod;

THENCE North 00° 00' 36" East, 3526.45 feet to the PLACE OF BEGINNING, containing 616.213 acres of land, more less,

EXHIBIT "A"

SAVE AND EXCEPT FROM TRACT I THE FOLLOWING TRACTS:

1. Land conveyed to Houston Lighting and Power Company by Deeds of Record in the Official Public Records of Harris County, Texas at Volume 6439, Page 77, Volume 6515, Page 214, and Volume 6437, Page 77.
2. A certain tract of land containing 5.770 acres of land out of the H. & T.C.R.R. Co. Survey, Section 55, Abstract 460, and the H. & T.C.R.R. Co. Survey, Section 56, Abstract 1397, in Harris County, Texas conveyed by Correction Warranty Deed from Cameron Iron Works, Inc. to George Wimpey of Texas Inc. dated June 12, 1981, and filed in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. H020314 at Film Code No. 187-97-1174.
3. A certain tract of land containing 70.236 acres of land out of the H. & T.C.R.R. Co. Survey, Section 55, Abstract 460 (Wm. Gentry Survey, Abstract 295 and Francis Fry Survey, Abstract 267) in Harris County, Texas conveyed by Deed from George Wimpey of Texas Inc. to Crow-Simmons-Decker, Ltd. #3 dated June 18, 1981 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. H020317 at Film Code No. 187-97-1186 and conveyed by Deed from Crow-Simmons-Decker, Ltd. #3 to Randall's Food Markets, Inc. dated June 18, 1981 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. H020318 at Film Code No. 187-97-1191.
4. A certain tract of land containing 7.269 acres of land out of the H. & T.C.R.R. Company Survey, Section 55, Abstract 460 in Harris County, Texas, more particularly described in Partial Release of Lien executed by George Wimpey of Texas, Inc. dated October 15, 1987 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. L386806 at Film Code No. 195-32-1521.
5. A certain tract of land containing 60.822 acres of land out of the H. & T.C.R.R. Company Survey, Section 55, Abstract 460 conveyed by Warranty Deed with Vendor's Lien from George Wimpey of Texas Inc. to Aberdeen Partners No. 1, Ltd. dated December 30, 1982 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. H759170 at Film Code No. 034-88-1299.
6. A certain tract of land containing 60.821 acres of land out of the H. & T.C.R.R. Company Survey, Section 55, Abstract 460 conveyed by Warranty Deed with Vendor's Lien from George Wimpey of Texas Inc. to Aberdeen Partners No. 1, Ltd. dated December 30, 1982 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. H759172 at Film Code No. 034-88-1321.
7. A certain tract of land containing 5.0618 acres of land, more or less, being situated in and being a part of the H. & T.C.R.R. Co. Survey, Section 55, Abstract 460, Harris County, Texas conveyed by Warranty Deed from George Wimpey of Texas Inc. to Wimpey/Gentry II dated February 16, 1983 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. H825114 at Film Code No. 038-93-1033.
8. A certain tract of land containing 13.3909 acres of land, more or less, being situated in and being a part of the H. & T.C.R.R. Co. Survey, Section 55, Abstract 460, Harris County, Texas conveyed by Warranty Deed from George Wimpey of Texas Inc. to Wimpey/Gentry II dated September 21, 1983 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. J173993 at Film Code No. 060-00-0947.
9. A certain tract of land containing 32.6319 acres of land, more or less, out of the H. & T.C. Railroad Company Survey, Section 55, Abstract 460, Harris County, Texas; and being out of and a portion of the residue of that certain called 619.759 acre tract of land as conveyed to George Wimpey of Texas, Inc., in General Warranty Deed dated June 15, 1979, as recorded in File Number G-123624 of the Clerk's Files of Harris County, Texas, said 32.6319 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod for corner at the lower Northwest corner of said 619.759 acre tract of land, and being in the South line of that certain called 1082.0141 acre tract as conveyed to Cameron Forge Company in Special Warranty Deed as recorded in File Number L-520010 of the Clerks Files of Harris County, Texas, and being the Northwest corner of that certain 125-foot Fee Strip as conveyed to Houston Lighting and Power Company in Deed recorded in File Number C-467742 of the Clerk's Files of Harris County, Texas, and being the Northwest corner of said H. & T.C. R.R. Company Survey, Abstract 460, and the Northeast corner of the Charles Bowman Survey, Abstract 142, and being in the South line of the William Francis Survey, Abstract 260;

THENCE North 89° 58' 40" East with the North line of said 619.759 acre tract of land, the South line of said 1082.0141 acre tract of land, the North line of said H. & T.C. R.R. Company Survey and the South line of said William Francis Survey, 125.00 feet to a point for corner and being the PLACE OF BEGINNING for the tract of land herein described;

THENCE North 89° 58' 40" East with the North line of said 619.759 acre tract of land and the South line of said 1082.0141 acre tract of land, 1293.07 feet to found 5/8-inch iron rod for corner;

THENCE South 00° 03' 54" East, 13.98 feet to a point for corner;

THENCE along the arc of a curve to the left, having a chord of South 79° 18' 32" East, 287.31 feet, a radius of 2050.00 feet, a central angle of 08° 02' 12", a distance of 287.55 feet to a set 5/8-inch iron rod for corner in the West right-of-way line of Telge Road (100-foot right-of-way), a Public Street Easement, as recorded in File Number H-020316 of the Clerk's Files of Harris County, Texas;

THENCE with the West right-of-way line of Telge Road as follows;

- South 14° 42' 34" West, 100.00 feet to a set 5/8-inch iron rod for corner;
- Along the arc of a curve to the right, having a chord of South 74° 51' 00" East, 30.00 feet, a radius of 1950.00 feet, a central angle of 00° 52' 53", a distance of 30.00 feet to a set 5/8-inch iron rod for corner at a point of compound curvature;
- Along the arc of a curve to the right, having a chord of South 22° 39' 21" East, 39.27 feet, a radius of 25.00 feet, a central angle of 103° 30' 24", a distance of 45.16 feet to a set 5/8-inch iron rod for corner at a point of reverse curvature;
- Along the arc of a curve to the left, having a chord of South 24° 48' 06" West, 307.12 feet, a radius of 2050.00 feet, a central angle of 08° 35' 30", a distance of 307.41 feet to a set 5/8-inch iron rod for corner at a point of tangency;
- South 20° 30' 21" West, 489.00 feet to a set 5/8-inch iron rod for corner at the beginning of a curve to the left;
- Along the arc of a curve to the left, having a chord of South 20° 01' 13" West, 34.73 feet, a radius of 2050.00 feet, a central angle of 00° 58' 15", a distance of 34.73 feet to a set 5/8-inch iron rod for corner in the North line of that certain 75-foot Fee Strip as conveyed to Houston Lighting and Power Company in Deed recorded in File Number J-255066 of the Clerk's Files of Harris County, Texas;

THENCE South 89° 35' 38" West with the North line of said Fee Strip, 1282.28 feet to a point for corner in the East line of the previously described 125-foot Houston Lighting and Power Company Fee Strip;

THENCE North 00° 00' 36" East with the East line of said Fee Strip, 986.11 feet to the PLACE OF BEGINNING; containing 32.6319 acres of land, more or less.

10. A certain tract of land containing 29.8454 acres (1,300,067 square feet) of land, more or less, out of the H. & T.C. RR Company, Section 55, Survey, Abstract No. 460, Harris County, Texas, and being out of a called 619.5443 acre tract described under Harris County Clerk's File No. E361690, said 29.8454 acre tract of land being more particularly described as follows:

BEGINNING at a point in the westerly right-of-way line of Telge Road (a 100' wide right-of-way as described under Harris County Clerk's File No. H743780) at its intersection with the south line of 180-foot wide Houston Lighting and Power Company fee strip described in Volume 6515 at Page 214 of the Harris County Deed Records, for the northeast corner of the herein described tract, said point being on a non-tangent curve to the left;

THENCE, southerly, with the westerly right-of-way line of said Telge Road and the arc of said non-tangent curve to the left having a radius of 2050.00 feet, through a central angle of $09^{\circ}30'34''$, a distance of 340.24 feet (the chord of said curve bears South $07^{\circ}20'56''$ West a distance of 339.85 feet) to a point for corner in the northwesterly line of a 60-foot wide Natural Gas Pipeline Company of America easement described in Volume 6113 at Page 558 of the Harris County Deed Records;

THENCE, South $44^{\circ}01'55''$ West, along said northwesterly line, a distance of 1860.50 feet to a point for the southwest corner of the herein described tract in the west line of said called 619.5443 acre tract and in the line comon to said H. & T.C. RR Company Survey and the Charles Bowman Survey, Abstract No. 142, Harris County, Texas;

THENCE, North $00^{\circ}00'24''$ East, along said common survey line and the west line of said called 619.5443 acre tract, a distance of 1665.34 feet to a point for the northwest corner of the herein described tract in the south line of the aforesaid 180-foot wide Houston Lighting and Power Company fee strip.

THENCE, North $89^{\circ}36'00''$ East, along the south line of said fee strip, a distance of 1336.46 feet to the POINT OF BEGINNING and containing a computed area of 29.8454 acres of land, more or less.

11. A certain tract of land being a 10.4601 acre (455,644 square feet) out of the Francis Fry Survey, Abstract 268, Harris County, Texas; and being out of and a portion of the residue of that certain called 619.759 acre tract of land as conveyed to George Wimpey of Texas, Inc., in General Warranty Deed dated June 15, 1979, as recorded in File Number G-123624 of the Clerk's Files of Harris County, Texas; said 10.4601 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a set 5/8-inch iron rod for corner in the North right-of-way line of Tuckerton Road (100-foot right-of-way), a Public Street Easement as recorded in File Number H-952885 of the Clerk's Files of Harris County, Texas, and being in the West line of that certain 155-foot Fee Strip as conveyed to Harris County Flood Control District in Deed recorded in File Number K-420483 of the Clerk's Files of Harris County, Texas;

THENCE with the North right-of-way line of Tuckerton Road as follows;

- South $89^{\circ}35'38''$ West, 124.36 feet to a set 5/8-inch iron rod for corner at the beginning of a curve to the right;
- Along the arc of a curve to the right, having a chord of North $86^{\circ}59'44''$ West, 374.78 feet, a radius of 3150.00 feet, a central angle of $06^{\circ}49'15''$, a distance of 375.00 feet to a set 5/8-inch iron rod for corner at a cut-back corner in the East right-of-way line of Port Erroll Drive (right-of-way varies) as recorded by the Plat of Kirkton Drive and Port Erroll Drive filed in Volume 325, Page 83 of the Map Records of Harris County, Texas;

THENCE with the East right-of-way line of Port Erroll Drive as follows;

- North 38° 05' 08" West along a cut-back line, 14.04 feet to a set 5/8-inch iron rod for corner;
- North 07° 19' 27" East, 189.75 feet to a set 5/8-inch iron rod for corner at the beginning of a curve to the left;
- Along the arc of a curve to the left, having a chord of North 06° 24' 32" East, 15.97 feet, a radius of 500.00 feet, a central angle of 01° 49' 50", a distance of 15.97 feet to a set 5/8-inch iron rod for corner at a point of tangency;
- North 05° 29' 38" East, 53.29 feet to a set 5/8-inch iron rod for corner at the beginning of a curve to the right;
- Along the arc of a curve to the right, having a chord of North 11° 37' 53", East, 106.92 feet, a radius of 500.00 feet, a central angle of 12° 16' 30", a distance of 107.12 feet to a set 5/8-inch iron rod for corner at a point of compound curvature;
- Along the arc of a curve to the right, having a chord of North 21° 21' 26" East, 121.42 feet, a radius of 970.00 feet, a central angle of 07° 10' 37", a distance of 121.50 feet to a set 5/8-inch iron rod for corner at a point of tangency (begin 60-foot right-of-way);
- North 24° 56' 45" East, 300.00 feet to a set 5/8-inch iron rod for corner at the beginning of a curve to the left;
- Along the arc of a curve to the left, having a chord of North 01° 37' 10" West, 295.16 feet, a radius of 330.00 feet, a central angle of 53° 07' 48", a distance of 306.01 feet to a set 5/8-inch iron rod for corner at a point of tangency;
- North 28° 11' 03" West, 2.75 feet to a set 3/4-inch iron rod for corner in the South line of that certain 50-foot Pipeline Easement as conveyed to Humble Oil and Refining Company in Right-Of-Way and Easement as recorded in File Number C-562449 of the Clerk's Files of Harris County, Texas;

THENCE North 44° 01' 36" East with the South line of said 50-foot Pipeline Easement, 423.61 feet to a set 3/4-inch iron rod for corner in the West line of that certain 155-foot Fee Strip as conveyed to Harris County Flood Control District in Deed recorded in File Number K-420483 of the Clerk's Files of Harris County, Texas;

THENCE with the West line of said Fee Strip as follows:

- South 00° 02' 14" West, 110.07 feet to a set 5/8-inch iron rod for corner;
- South 00° 02' 09" West, 1267.55 feet to a set 5/8-inch iron rod for corner;
- South 00° 00' 59" West, 1.17 feet to the PLACE OF BEGINNING; containing 10.4601 acres of land, more or less. (455,644 square feet)

12. A certain tract of land being 0.046 acre tract out of the H. & T.C. R.R. Co. Survey, Section 55, Abstract 460, in Harris County, Texas, conveyed by Lift Station Easement from George Wimpey of Texas, Inc. to County of Harris dated September 22, 1982 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. H808437 at Film Code No. 037-92-0902.
13. A certain tract of land being 3.304 acre tract out of the H. & T.C. R.R. Co. Survey, Section 55, Abstract 460, in Harris County, Texas, conveyed by Warranty Deed from George Wimpey of Texas, Inc. to West Harris County Municipal District No. 15 dated September 24, 1984 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. J827735 at Film Code No. 002-75-0466.

14. A certain tract of land being 0.480 acre tract out of the H. & T.C. R.R. Co. Survey, Section 55, Abstract 460, in Harris County, Texas, conveyed by Warranty Deed from George Wimpey of Texas, Inc. to West Harris County Municipal District No. 15 dated September 24, 1984 and filed in the Official Public Records of Harris County, Texas under Clerk's File No. J827734 at Film Code No. 002-75-0463.
15. A certain tract of land containing 1.7229 acres (75,048 square feet), more or less, situated in the Francis Fry Survey, Abstract No. 268, Harris County, Texas being the proposed M.U.D. 15 Water Plant Site No. 2 out of a called 619.5443 acre tract described in deed recorded under County Clerk's File No. E361690, said proposed Water Plant Site being more particularly described by metes and bounds as follows:

BEGINNING at a point marking the intersection of the north right-of-way line of Kirkton Drive (based on a width of 60 feet per plat filed for record in Volume 325 at Page 83 of the Harris County Map Records) with the west line of a 150-foot wide Harris County Flood Control District easement of record under County Clerk's File No. H952899;

THENCE, North 89° 57' 46" West, along the north right-of-way line of Kirkton Drive, a distance of 60.00 feet to a point for the most southerly southwest corner of the herein described proposed Water Plant Site;

THENCE, North 00° 02' 14" East, along a line that is 60.00 feet west of and parallel to the west line of said 150-foot wide easement, a distance of 140.00 feet to a point for an interior corner of the herein described tract;

THENCE, South 89° 47' 36" West, a distance of 149.64 feet to a point for the most westerly southwest corner of the herein described proposed Water Plant Site;

THENCE, North 00° 03' 54" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract in the south line of Randall's Distribution Center as recorded in Volume 320, Page 11 of the Harris County Map Records;

THENCE, North 89° 56' 06" East, along the south line of said Randall's Distribution Center, a distance of 360.00 feet to a point for the southeast corner of said Randall's Distribution Center and the northeast corner of the herein described proposed Water Plant Site, said point being in the east line of said called 619.5443 acre tract;

THENCE, South 00° 02' 14" West, along said east line, a distance of 165.00 feet to a point for the most easterly southeast corner of the herein described tract and the northeast corner of the aforesaid 150-foot wide Harris County Flood Control District easement;

THENCE, North 89° 57' 46" West, along the north line of said 150-foot wide Harris County Flood Control District easement, a distance of 150.00 feet to a point for the northwest corner of said 150-foot wide easement and an interior corner of the herein described proposed Water Plant Site;

THENCE, South 00° 02' 14" West, along the west line of said 150-foot wide easement, a distance of 175.00 feet to the POINT OF BEGINNING and containing a computed area of 1.7229 acres of land

TRACT II

1. A certain tract of land containing 5.750 acres of land out of the Wm. Francis Survey, Abstract 260, in Harris County, Texas and being a portion of that land sold to Cameron Iron Works, Inc. by Alice B. Mayer as described in Deed recorded in Volume 6400, Page 198, of the Harris County Deed Records; said tract being conveyed by Correction Warranty Deed dated June 17, 1981 from Cameron Works, Inc. to George Wimpey of Texas Inc. and filed in the Official Public Records of Harris County, Texas under Clerk's File No. H020315 at Film Code No. 187-97-1178.

**ABERDEEN BUSINESS PARK OWNERS' ASSOCIATION, INC.
C/O CREST MANAGEMENT COMPANY, INC.
17171 PARK ROW, SUITE 310
HOUSTON, TEXAS 77084**

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
ABERDEEN BUSINESS PARK OWNERS' ASSOCIATION, INC.**

The undersigned, being all of the Directors of Aberdeen Business Park Owners' Association, Inc. ("Association"), do hereby consent to the adoption of the following resolution, pursuant to Section 3, g. of the Bylaws:


AND WHEREAS, pursuant to Article IV, Section 4.1 defining the general powers and duties of the Board of Directors in the Declaration of Covenants, Conditions and Restrictions for the Aberdeen Business Park Association, Inc. specifically permits the Board to take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations.....


RESOLVED, that pursuant to the Association's Charter and By Laws and the applicable Declaration of Covenants, Conditions and Restrictions for Aberdeen Business Park Owners' Association, Inc., the Board appoints Crest Management Company to review all new construction or modification of existing building plans on behalf of the Architectural Control Committee; and

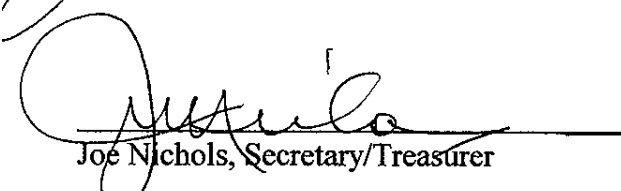
RESOLVED, FURTHER, that the Board approves a review fee structure of \$0.01 per square foot of land or \$250.00, whichever is greater for plan review; and

RESOLVED, FURTHER, that the Board approves a review fee structure of \$50.00 for new or modification to existing monument signage.

In witness of our vote for, approval and adoption of and consent to the foregoing Resolution, we have executed this consent.


John Dove, President


Pat Scanlon, Vice President


Joe Nichols, Secretary/Treasurer