

H952147

DECLARATION OF
PROTECTIVE COVENANTS FOR
THE TRACES
SECTION ONE

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THE STATE OF TEXAS §

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COUNTY OF HARRIS §

THIS DECLARATION is made on the date hereinafter set forth by GENSTAR TEXAS, INC. (hereinafter called "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article III of this Declaration, and desires to adopt a uniform plan for the orderly development of such property;

NOW THEREFORE, Developer does hereby impose upon the real property described in Article III hereof, the following covenants, restrictions and liens (hereinafter collectively referred to as "Protective Covenants"), which shall be covenants running with the land and shall be binding upon each and every purchaser, grantee, owner or lessee of any portion of the real property described in Article III and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee.

ARTICLE I

DEFINITIONS

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

(a) "The Project" shall mean and refer to The Traces, Section One, and all subsequent sections of The Traces (if any) brought within the plan of this Declaration.

(b) "The Properties" shall mean and refer to the lands described in Article III hereof, which are subject to this Declaration.

(c) "The Plat" shall mean and refer to the plat or map of The Traces, Section One, recorded in the Map Records of Harris County, Texas (or any subsequently recorded plat or replat thereof).

(d) "Building Site" shall mean and refer to that portion of the Properties described in any deed conveying a fee interest from Developer to any individual or entity (unless such deed specifies otherwise) or that portion of the Properties described in a ground lease from Developer to a Ground Lessee (unless such ground lease specifies otherwise).

References herein to "Building Sites in the Project" shall mean and refer to Building Sites as designated respectively in this Declaration and all Supplemental Declarations.

(e) "Committee" shall mean and refer to the Architectural

Control Committee established in accordance with Article IV hereof.

(f) "Owner" shall mean and refer to the record owner (whether one or more persons or entities), of the fee simple title to, or to the Ground Lessee (whether one or more persons or entities) of the leasehold estate in any portion of the Properties, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners in The Project" shall mean and refer to Owners as defined in this Declaration and all Supplemental Declarations.

(g) "Ground Lessee" shall mean and refer to any person or entity who has leased for a term of years any portion of the Properties pursuant to a written lease agreement (but shall not include lessees under tenant leases covering any portion of improvements located on the Properties).

(h) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Protective Covenants bringing additional property within the plan of this Declaration in express accordance with the limited authority therefor provided in this Declaration. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

(i) "Gross leasable area" shall mean and refer to the defined foot print of any structure built on any Building Site including and measured by all the area contained within the inside surface of the outer glass windows of the structure.

(j) "Net leasable area" shall mean and refer to the gross leasable area excluding the square footage contained in vertical floor penetrations such as (and including but not limited to) the area used for elevator shafts, building stairs and stairwells, mechanical chases, vents and flues. Vertical floor penetrations shall not be interpreted to mean and refer to support columns located in the gross leasable area and any vertical floor penetration caused to be made at the specific request of any owner, lessee or tenant of any building on a Building Site.

ARTICLE II

EASEMENTS

Section 1. Existing Matters of Record. The Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown and provided for thereon, and the Plat further establishes dedications, limitations, reservations, and restrictions applicable to the Properties. Further, Developer and Developer's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions and reservations shown on the Plat and all recorded grants and dedications of easements and related rights heretofore made by Developer and Developer's predecessors in title affecting the Properties are incorporated herein by reference to the record thereof and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance or ground lease executed or to be executed by or on behalf of Developer conveying or leasing any part of the Properties.

Section 2. Changes and Additions. Developer reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements within the Properties.

Section 3. Title to Easement Estates and Appurtenances Not Conveyed. Title to any Building Site conveyed by Developer by deed or other conveyance or ground lease shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles, or conduits on in any utility facility or appurtenances thereto, constructed by or under Developer or its agents through, along or upon any Building Site or any part thereof to serve said Building Site, or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Developer. This Section 3 shall not be construed or operate to reserve or exclude from any deed or other conveyance or ground lease, any portion of the fee or leasehold estate in such Building Site, it being the intention that only the easement estates, facilities and appurtenances referred to above be reserved.

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities appurtenances thereto may be installed or relocated on the Properties until approved by Developer. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements from time to time existing, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service vehicles and other service vehicles, and to the operators thereof, to enter upon the Properties in the performance of their duties. Further, an easement is hereby granted to the Developer, its officers, agents, employees, and management personnel to enter upon the Properties to render any service or perform any of their functions.

Section 6. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Developer nor any supplier of any utility or service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the

construction, maintenance or repair of any facility in any such easement area.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of the following:

All of The Traces, Section One, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 316, Page 11 of the Map Records of Harris County, Texas (or any subsequently recorded plat thereof);

all of which real property is sometimes hereinafter referred to as the "Existing Property."

Section 2. Additions to Existing Property. The Developer, its successors and any assign to whom Developer shall have transferred its rights under this Section 2 by express, written assignment, shall have the right to bring within the plan of this Declaration subsequent sections of The Traces upon and in the sole discretion of Developer, its successors or express assign. Any additions authorized under this subsection shall be made by filing of record a Supplemental Declaration of Protective Covenants with respect to the additional property which shall extend the plan of the Protective Covenants of this Declaration to such property. The execution thereof by Developer, its successors or express assign shall be effective to bring the properties covered by such Supplemental Declaration within the plan of the Declaration. Such Supplemental Declaration may contain such complementary additions to and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands. No additional properties shall be brought within the plan of the Declaration other than under and in accordance with the provisions of this Section 2.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Plans. All construction and development in the Properties shall be subject to the approval of Developer. No building, structure, fence, wall, walks, interior roads, parking facilities, landscaping, exterior lighting, aluminum carports, signs or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor, including, but not limited to, site layout, building location, building materials, colors, elevations, signs, landscaping, internal drainage, off-street vehicular parking, vehicular access and flow, exterior illumination, and underground utilities, shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Building Site, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the property lines), by the

Committee constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Committee may reasonably require, structural, mechanical, electrical, and plumbing detail of the proposed improvements or alterations thereto. In the event said Committee fails to approve or disapprove such plans and specifications within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Committee to approve or disapprove such plans and specifications within such sixty (60) day period shall not operate to permit any structure or other improvement to be commenced, erected, placed, constructed or maintained on any portion of the Properties in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement on any Building Site. It also shall have the right to specify requirements for each Building Site as follows: the location, height, and extent of fences, walls, or other screening devices; and the orientation of the structure with respect to access and major entry and frontage. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction or architectural design requirements or that might not be compatible, in the sole discretion of the Committee, with the design or overall character and aesthetics of the Project.

The Committee hereby gives notice that its approval of any building and site plans for any building or other improvement to be constructed or in any other manner to exist on a Building Site shall be and is hereby conditioned upon the Committee receiving, prior to the pouring of any portion of the foundation for any such building or other improvement, (1) a plat or survey of such Building Site, prepared by a registered, professional surveyor or engineer, and bearing the certificate (with a current date) of such surveyor or engineer stating that such plat depicts the findings of a current, on-the-ground survey and inspection, and showing the actual location of the forms for the foundation of such building or other improvements (or the portion of such foundation for which approval to be poured is then being sought) to be (without deviation deemed material by the Committee) in the location depicted on the site plan previously approved by the Committee, and (2) a written certificate from such surveyor or engineer, or from the independent, supervising architect for such building project, or from such other person as shall be satisfactory to the Committee, certifying (in form reasonably satisfactory to the Committee) that when poured no portion (above or below the surface of the ground) of such foundation shall extend beyond any property line of such Building Site or into any easement or into the area ("building set back area") between a property or easement line and any applicable building set back line.

The Committee shall have five (5) business days from the date on which the Committee receives such plat of survey and certificate (in the form provided for herein) within which to determine that the location of the foundation to be poured is consistent with the site plan previously approved by the Committee and does not (above or below the surface) encroach into any property other than the related Building Site, any easement or any building set back area. If the Committee fails to approve or disapprove such plat of survey and certificate

within such five (5) business day period, then the Committee shall be deemed to have approved the location of such foundation, provided, however, that the Committee shall not thereby be deemed to have approved the location of such foundation to the extent any portion (above or below the surface) shall encroach into any property other than the related Building Site, into any easement or into any building set back area.

If the Committee disapproves plans and specifications submitted by an Owner, and the Committee and such Owner are not able to resolve their differences within thirty (30) days thereafter, then upon and following Owner's written request therefor, Developer, at Developer's option, may repurchase the land from such Owner, for cash amount equal to the original purchase price paid to Developer for the Building Site to be so reconveyed, minus (a) the unpaid principal balance and accrued but unpaid interest (if any) owing on any existing promissory note to Developer secured by liens on all or any portion of such Building Site, (b) any accrued ad valorem taxes or other assessments or impositions of any kind then existing on or against all or any portion of such Building Site, and (c) any real estate brokerage commissions paid or agreed to be paid by Developer as a result of the sale by Developer of such Building Site; and Owner shall thereupon reconvey the land to Developer by special warranty deed free and clear of all liens, encumbrances and exceptions other than those to which this Declaration is subject. The election of Developer to not exercise said repurchase option shall in no way impair or alter the obligations of such Owner as set forth in this Declaration.

Section 2. Composition of Committee. The Committee shall be initially composed of Developer, who may designate a representative or representatives to act for it [the term "Committee" as used herein shall refer to Developer, its successors as provided herein, its assignee as permitted herein, or Developer's designated representative(s)]. Developer, its successors or any assignee to whom Developer shall assign (such right of assignment being hereby expressly reserved) its rights and powers as the Committee, by express written assignment, shall constitute and be the Committee for a period (hereinafter called the "Initial Period") commencing on the effective date hereof and ending on the earlier to occur of (a) the resignation from the Committee of Developer, its successors or express assign, or (b) twenty-five (25) years after the effective date hereof, at the end of which Initial Period, unless the Committee is reconstituted as hereinafter provided in Section 3, the Committee shall cease to exist and the provisions of this Article IV relative to approval of plans and specifications shall be of no further force or effect; provided, however, that the termination of the Initial Period of the existence of the Committee shall not operate to permit any structure or other improvement to be commenced, erected, placed, constructed or maintained on any portion of the Properties in a manner inconsistent with any provision of this Declaration.

Section 3. Optional Reconstitution of the Committee. The duties, rights, powers and authority of the Committee provided for in this Declaration may be revived at any time after the expiration of the Initial Period provided for in Section 2 above, at the election of a majority of the Owners in the Project, upon the filing in the Real Property Records of Harris County, Texas, of a written agreement executed by a majority of the then Owners in the Project, evidencing their election to reconstitute the Committee, and designating the individuals

(not to exceed five (5) individuals) who shall constitute the Committee. Upon the filing for record of such agreement, the Committee shall be deemed to have been reconstituted, shall have all of the duties, rights, powers and authority provided for in this Declaration, including, upon a majority vote taken, the power to designate a representative or representatives to act for it, and each Owner must thereafter comply with all of the terms of this Article IV (provided that no Owner shall be required to obtain approval of the plans and specifications for any building or other improvement commencement of construction of which occurred after the expiration of the Initial Period and within thirty (30) days after the date on which the agreement reconstituting the Committee is filed for record in accordance with the terms of this Section 3). In the event of the death or resignation of any member or members of such reconstituted Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Committee as provided herein, or to designate a representative with like right, authority and power.

ARTICLE V

BUILDING, USE AND CONSTRUCTION STANDARDS AND RESTRICTIONS

Section 1. Permitted Uses. All of the Building Sites shall be used solely for office, office park, single family, multi-family, townhouse and/or condominium residential development, hotels, motor hotels, retail shopping centers, hospitals, theatres, churches, schools, restaurants and such other uses as the Committee may determine, in its sole discretion, in writing, to be permitted uses which shall not be incompatible with the foregoing uses; subject, however, to the restrictions contained in the Plat, covenants herein contained and covenants which may be contained in any deed or ground lease from Developer, and excluding any non-permitted uses expressly hereinafter set forth. Written approval of the Committee of a particular permitted use shall be conclusive evidence of compliance with the intent of these protective covenants as to the use of the portion of the Properties expressly made the subject of such approval.

Section 2. Construction Standards. Construction, remodeling or alteration of any building or other structure within the Properties shall meet the standards set forth in this Declaration. No building shall be covered with sheet or corrugated aluminum (except aluminum carports, if approved by the Committee in its sole discretion), asbestos, iron or steel.

Section 3. Building Set Backs. No building or other structure shall be located on any Building Site between any building set back line shown on or provided for in the Plat and the street right-of-way line, easement boundary line or property boundary line to which such building set back line relates. Further, no building or other structure shall be located or erected nearer to any property line of a Building Site than the applicable distance specified as follows:

(a) If the Building Site (or applicable portion thereof) shall be used for single family, residential purposes, no residential structure, garage or other structure shall be located or erected nearer than twenty-five feet to any right-of-way line of a dedicated

public street, private street or road abutting or adjoining such Building Site, or nearer than 10 feet to any side property line of the Building Site which side line does not abut a street or road, or nearer than 10 foot to any rear property line of a Building Site which rear line does not abut a street or road;

(b) If the Building Site (or applicable portion thereof) shall be used for multi-family residential purposes, no building, garage, carport or other structure shall be located or erected nearer than 20 feet to any right-of-way line of a dedicated public street, private street or road abutting or adjoining such Building Site, or nearer than 10 feet to any side property line of the Building Site which side line does not abut a street or road, or nearer than 10 feet to any rear property line of such Building Site which rear line does not abut a street or road;

(c) If the Building Site (or applicable portion thereof) shall be used for any use other than that specified in subsections (a) and (b) above, no building or other structure shall be located or erected nearer than 25 feet to any right-of-way line of a dedicated public street, private street or road abutting or adjoining such Building Site, or nearer than 10 feet to any side property line of such Building Site which side line does not abut a street or road, or nearer than 10 feet to any rear property line of such Building Site which rear line does not abut a street or road; unless and to the extent that the Committee shall approve the erection of such a building or other structure in writing as being aesthetically consistent with the overall concept of the Project or unless a different building line restriction (front, side and/or rear), is specifically permitted by covenants contained in the deed from Developer (as executed or as amended from time to time). Should two (2) or more adjoining Building Sites be owned by the same or substantially the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure or structures across the Building Site lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear set back restrictions provided for in this Declaration if the prior written approval of the Committee has been obtained. Except in an instance where such express approval in writing is actually granted by the Committee, the discretionary power granted to the Committee in the immediately preceding sentence shall in no way affect or change the side or rear set back lines hereinabove set forth and these set back lines shall continue to apply to any Building Sites or a group of Building Sites under the same or substantially the same ownership. All areas on each Building Site situated between the boundary lines of such Building Site and all front, side and rear building set back lines applicable to such Building Site shall be landscaped in a manner approved in writing by the Committee, which approval must be obtained prior to the construction of any building or other structure on a Building Site.

In the event of any conflict between the building set back lines shown on and provided for in the Plat and those provided for herein, the set back line which (of the two conflicting set back lines) provides for a greater set back, shall control and be the set back line which the Owner of the Building Site affected thereby must honor.

For the purposes hereof, the term 'other structure' as used in this Section 3 shall include, without limitation, fences, except in the case of building set back lines which relate to an easement boundary line (rather than to a street right-of-way line or property boundary line), in which case the term 'other structure' shall not include fences.

Section 4. Parking. Each Owner shall at all times devote a sufficient portion of his Building Site to providing paved, offstreet parking areas or facilities adequate for the use(s) to which his Building Site is put and the number of parking spaces, the type of parking areas or facilities, and the location thereof within the Building Site shall be approved by the Committee prior to the construction of any improvements on his Building Site. In no event shall (a) the number of parking spaces be less than the number of spaces as shown in the following table:

If the primary use of the Building Site is Retail	5.5 spaces per 1,000 sq. ft. of gross leaseable area.
If the primary use of the Building Site is General Office	4 spaces per 1,000 sq. ft. of net leaseable area.
If the primary use of the Building Site is Residential	1.33 spaces per unit for efficiency and/or 1 bed room units 1.75 spaces per unit for 2 bedroom units 2.0 spaces per unit for 3 and 3+ bedroom units

or (b) any use ever be permitted of any Building Site (nor shall any building be constructed thereon) which requires or shall be reasonably expected to require or attract, parking in excess of the capacity of the paved, offstreet parking areas or facilities maintained upon said Building Site, unless and to the extent that the Committee shall approve in writing a smaller number of spaces, or such use or the construction of such building; or unless a smaller number of spaces, or such use or the construction of such building, is specifically permitted by covenants contained in the deed or ground lease from Developer covering such Building Site (as executed or as amended from time to time). The determination of whether or not an Owner is providing adequate off-street parking facilities shall be in the sole good faith discretion of the Committee, and no parking shall be permitted upon any of the dedicated streets of the Project or any place other than the paved parking areas or facilities provided in accordance with this covenant. Each owner and leasee shall be responsible for compliance by their respective employees and visitors. All parking areas shall be screened from public view in a manner approved in writing by Developer prior to construction or alteration of any building. Unless otherwise approved in writing by Developer, parking will not be permitted in front of any building setback line. Except at the locations and to the extent otherwise approved in writing by the Committee, all parking areas shall be internally curbed and drained, and shall be paved with asphalt, concrete, exposed aggregate concrete, or other suitable surfacing material approved in writing by the Committee.

Section 5. Loading Docks: Loading docks will not be permitted to face any street and provision must be made for handling all freight on those sides of a building which do not

face a street; provided, however, that in any instance in which a building would face streets on all of its sides a loading dock or docks will be permitted on the two sides of such building which are, respectively, farthest from frontage streets unless the Developer shall in writing permit a loading dock on another side of such building. All loading docks must be screened from public view in a manner approved in writing by Developer prior to construction or alteration of any building.

Section 6. Landscaping. All open, unpaved space, including, but not limited to, front, side and rear building set back areas, shall be planted and landscaped, as shown in Exhibit A, by the Owner, and maintained at the Owner's expense in a manner determined to be adequate by the Committee. Landscape plans submitted for approval of the Developer shall indicate the number, size, spacing and species of shrubs and trees, and the species of ground cover. A sprinkler system of approved design shall be installed in all landscaped areas. Landscaping in accordance with the approved plans and specifications must be completed within thirty (30) days following the occupancy or completion of any building on a Building Site, whichever occurs first. This thirty (30) day period may be extended in writing by the Committee, acting in its sole good faith discretion, in the event of delays caused by adverse weather conditions or other conditions beyond the reasonable control of the Owner requesting such extension.

Section 7. Sidewalks. Each Owner shall install and maintain public sidewalks parallel to all public roads on which his Building Site is adjacent to. Such sidewalks shall be located as shown in Exhibit A, four feet in width, and four inches thick, unless a variance is specifically approved in writing in advance of construction.

Section 8. Screening and Building Site Appearance.

(a) Refuse, Screening and Disposal. All rubbish, trash, garbage, debris and other wastes (including paper), all loading docks and garbage collection facilities, and all other articles, goods, materials, incinerators, trash bins, storage tanks or like equipment open or exposed to public view or to a view from adjacent buildings, shall be screened from view in a manner approved in writing by the Committee. At the location, to the extent and in the manner approved by the Committee, said screen shall be of a height at least equal to that of the materials or equipment being stored but in no event less than six (6) feet in height and said screen, to the maximum practicable extent, shall shield said materials and equipment from both public view and view from adjacent buildings. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs off truck, boat rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any Building Site unless properly screened from public view in a manner approved in writing by the Committee. Once the written approval of the Committee has been so obtained, the screening required and approved by the Committee must continue to exist and be maintained in a sound and slightly condition for so long as screening shall be required under the terms hereof.

(b) Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building 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, all of which must be approved in writing by the Committee.

(c) Grading and Drainage. Surface drainage shall be collected on-site and connected to underground storm drain structures. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project. Grading of the construction site shall be done to the maximum practicable extent without damaging existing trees.

(d) Underground Utilities. No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained (outside of any building) above the surface of the ground within any Building Site, unless otherwise approved in writing by the Committee.

Section 9. Auxiliary Structures. Water towers, storage tanks, satellite reception discs, cooling towers, communications towers, vents or any other structures or equipment shall be approved in writing by the Committee as being architecturally compatible with other buildings in the Project, which approval shall be conclusive when given in good faith, or shall be effectively shielded from public view or view from other adjacent buildings by an architecturally sound method approved in writing by the Committee.

Section 10. Signs and Exterior Illumination. All temporary and permanent signs and graphics shall be of a size and nature so as to preserve the quality and atmosphere of the Project, and the design, material, location and placement of all signs shall be approved as such in writing by the Committee prior to their erection. Further, all temporary signs must comply substantially, in the sole judgment of the Committee, with the standards and criteria therefor set forth on Exhibit A attached hereto and incorporated herein by this reference. No sign, either temporary or permanent, placed upon any portion of the Properties, shall contain or utilize any flashing, blinking, intermittent or moving light (or other source of illumination), nor shall any such sign create or attempt to create or simulate the effect of any flashing, intermittent, or moving light (or other source of illumination) by mechanical or other means. Except as may be approved in writing by the Committee, no sign shall be painted on any building wall.

Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or Building Sites. All ground level floodlighting fixtures shall be depressed or screened from public view in a manner approved in writing by the Committee. Parking area lighting units, arcade lighting and other illumination of a "Pedestrian Scale" shall be in a style approved in writing by the Committee.

Section 11. Nuisances or Illegal Activities. No illegal, noxious or offensive activity of any kind shall be conducted on any portion of the Properties, and the Committee shall have the exclusive and final determination as to what activity constitutes a noxious or offensive activity. No use shall be permitted which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion or use as to cause or produce a nuisance as to any other portion of the Properties. Without limitation of the generality of the foregoing, no portion of the Properties shall ever be used or utilized as the site for an airport (but such prohibition shall not prohibit the use of a portion or portions of the Properties as a heliport if the Committee, in its sole discretion, determines that such proposed heliport would not constitute a nuisance and if the prior, written approval of the Committee as to the size, location and design of such heliport is obtained), trailer court, junk yard, scrap metal yard or waste material business, any dumping disposal, incineration or

reduction of garbage or refuse, and any fire or bankruptcy sale or auction house operation.

Section 12. Temporary Structures. No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Building Site without the prior written approval of the Committee. All temporary structures used for construction purposes must receive approval by the Committee with regard to location and appearance, and must be removed promptly upon completion of construction.

Section 13. Maintenance of Building Sites and Improvements. Each Owner shall have the responsibility of keeping the premises, building, improvements, appurtenances and landscaping located on his Building Site [including, without limitation, the portion(s) of such Building Site which are within public or private easement(s)] in a well maintained, safe, clean and attractive condition at all times.

Section 14. Oil, Gas and Mining Operations. No oil or gas exploration, drilling or development operations, oil or gas refining, quarrying, or mining operations of any kind shall be permitted upon or within any portion of the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any portion of the Properties. No derrick or other structures designed or use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Properties.

Section 15. Right of the Developer to Perform Work. In the event of default on the part of any Owner in observing any of the requirements set out in Sections 1 through 14 hereof, the Developer shall have the right to enter upon such Owner's Building Site through its agents, without liability to such Owner (or any tenant, invitee, customer, or licensee of Owner) in trespass or otherwise, and cause to be done any work or any other act necessary to secure compliance with these protective covenants and may charge such Owner for the cost of any such work or act. As a condition precedent to exercising the rights given to the Developer under this Section 15, the Developer shall give the Owner written notice specifying with particularity the nature of the work or act which the Developer considers necessary and such Owner shall have a period of fifteen (15) days after receipt of such written notice within which to commence such work or act. If such Owner timely commences such work or act and prosecutes same with due diligence until completion, the Developer shall not have any right to enter upon such Owner's property for purposes of performing the same. The cost of any such work or act performed by the Developer shall be assessed against such Owner's property upon which such work or act is done. Each Owner shall be deemed to have agreed to pay for any such work or act performed by the Developer within ten (10) days after receipt of a statement covering such work. Any such amounts due shall be the personal obligation of the said Owner and together with interest thereon accrued at the maximum lawful rate from the due date hereunder until paid, shall be collectible by Developer in an appropriate action at law or in equity. Further, any amount which shall become owing to Developer under the terms of this Section 15 shall constitute and be secured by a valid and subsisting lien, hereby created and fixed, and which shall exist upon and against such Owner's Building Site and all improvements thereon, for the benefit of the Developer. Subject to the condition that the Developer be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to:

- (a) all liens for tax or special assessments levied

by the City, County, and State governments, or any political subdivision or special district thereof, and

(b) all liens securing amounts due or to become due under any ground lease dated, or any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable, and any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through Court proceedings in which the Developer has been made a party, shall cut off and extinguish the liens securing amounts due under this Section 15 which became due and payable prior to such foreclosure date, but no such foreclosure shall free any portion of the Building Site owned by such defaulting Owner from the liens securing amounts due under this Section 15 which thereafter become due and payable, nor shall the liability of any Owner personally obligated to pay such amounts which become due prior to such foreclosure, be extinguished by any foreclosure.

Section 16. Traces Community Association, Inc; Maintenance Fund: All owners of land in The Traces, Section One, shall be members of Traces Community Association, Inc., a Texas non-profit corporation (hereinafter called the "Association"), and the following provisions shall be applicable:

(a). Purpose of The Association: The Association has been formed for the purpose of preserving and maintaining the uniform standards and quality as well as the natural beauty and aesthetic value of (i) property in The Traces, Section One, and (ii) any property adjacent or contiguous to The Traces, Section One, which shall hereafter be designated by the Developer as a part of the Project (as that term is herein defined). Land lying adjacent to The Traces, Section One, shall become a part of the Project only if the Developer (i) shall acquire the title to all or a part of such property and (ii) shall, by express dedication and plat, or by deed of coveyance or other instrument duly filed for record in the office of the County Clerk of Harris County, Texas, provide that all or a designated part thereof shall become and be a part of the Project and shall be subjected to the annual maintenance charge hereafter provided for. The term "Project" shall, at any particular time, refer to The Traces, Section One, and any other property which shall have been designated by Developer as a part of the Project as aforesaid.

(b) Membership in the Association: The members of the Association shall be the Developer so long as the Developer owns property in the Project, the owners of any land in The Traces, Section One, and the owners of any property other than in The Traces, Section One, which shall have become a part of the Project by designation as provided in the foregoing Section 16(a).

In the election of Directors of the Association and on all other matters submitted to a vote of the members of the Association each member shall be entitled to cast one vote for each 1,000 square feet or major fraction thereof of land owned by such member in the Project. Cumulative voting by the members of the Association will not be authorized.

(c) Maintenance Fund: In order to provide a common fund to be applied for the purposes herein specified, the Developer does hereby subject all of the land in The Traces, Section One (exclusive of any area within streets, boulevards, drives and other areas heretofore or hereafter dedicated for public purposes) to an annual maintenance

fund charge, the provisions of which are herein set forth and shall be deemed to be included in all deeds of conveyance of any land in The Traces, Section One, hereafter executed the same as if said provisions were set out in full therein. Each such conveyance may contain the annual maintenance fund charge provisions by reference to this document, but whether or not such reference is made, such charge shall be valid and binding upon the respective grantees, initial or remote.

(1) Amount of Maintenance Charge. The amount of such annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1984, such annual maintenance fund charge shall not exceed \$0.015 per square foot of land owned in the Project. The maximum annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted at the end of calendar year 1983 and at the end of each calendar year thereafter during the term of these Protective Covenants and any extension thereof, which adjustment shall apply to the succeeding calendar year period in accordance with the formula set forth herein. In applying the formula the following definitions shall prevail:

(i) "Bureau" means the Federal Bureau of Labor Statistics or any successor agency that shall issue the indices or data referred to in subparagraph (ii).

(ii) "Price Index" means the Consumers' Price Index for the City of Houston, Texas, issued from time to time by the Bureau or any other measure hereafter employed by the Bureau in lieu of such Price Index that measures the cost of living in the City of Houston, Texas.

(iii) "Average Price Index" for any yearly period is the average of the Price Indices issued in the 12 months prior to the last day of that particular calendar year period, and such average is the "Average Price Index" for such calendar year. In making an average shall be excluded any index which itself is an average (i.e., there shall be no averaging of averages).

(iv) The "issue" of a Price Index means the release to the public of the Price Index, and the date of issue shall be the date it is so released whether or not the issued index is for the current month or period in which the release occurs or for a prior month or period.

(v) The "Base Index" means the Average Price Index for the calendar year 1983.

If the Average Price Index for the calendar year 1984 or any succeeding calendar year thereafter is greater than the Base Index, then the maximum annual maintenance fund charge for the calendar year 1984 and each succeeding calendar year thereafter shall be increased in the same proportion that the increase in the Average Price Index bears to the Base Index, such increase to be effective as to any calendar year only to the extent that it exceeds a similar increase then effective established in a

prior calendar year. If an increase shall become effective by application of the rule stated in the preceding sentence of the Average Price Index for any calendar year subsequent to the calendar year 1983, then the maximum annual maintenance fund charge beginning with such subsequent calendar year shall be appropriately adjusted so as to reflect only the increase, if any, that applies by employing the rule set forth in the preceding sentence.

The annual maintenance fund charge shall be paid by the respective owners of land in the Project annually on January 1, in advance. If land in the Project becomes subject to the annual maintenance fund charge on a date other than a January 1, the owner of such land shall pay that fractional part of the annual maintenance fund charge determined by multiplying the annual fund charge by a fraction, the numerator of which is the number of months between the first day of the month following the due date and the next succeeding first day of January, and the denominator of which is 12.

All past due maintenance fund charges shall be a debt of the owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Developer to the Association (without recourse on the Developer in any manner for payment of such charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Harris County, Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this Section 16, nor shall the personal obligation of any property owner foreclosed be extinguished by any foreclosure.

(2) Purpose of the Maintenance Fund. The maintenance fund charge shall be uniformly imposed upon all lands constituting at the time a part of the Project, and said maintenance fund shall be used exclusively for the following in connection with areas within the Project in respect of which the charge is made:

Planting and landscaping, irrigation installation and repairs, water, mowing, upkeep of planted areas, illumination, street signs and other project identification, maintenance, repair and lighting of boulevards, streets, roads, medians, and parks in or adjacent to the Project (to the extent not performed to the satisfaction of the Association, by Harris County, or by the City of Houston) and such

other items of expense as may be deemed by the Association, in its discretion and good faith, to be necessary or desirable for the carrying out of these Protective Covenants and for the general benefit of all owners of land within the Project.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by owners of property in the Project; provided, however, that the Association will not without the approval of the members, evidenced by the favorable vote of a majority of the votes entitled to be cast by the members, expend more than \$25,000 in excess of the monies then on hand.

(3) Annual Financial Statements; Books and Records. The Association shall, not later than 120 days after the end of each fiscal year of the Association, furnish to each member financial statements which shall include a statement of operations for the year then ended. Such financial statements may, but shall not be required to be, audited. All members shall have the right during regular business hours and at the office of the Association to inspect the books and records of the Association.

(4) Finality of Determination by Association. It is understood that the judgment of the Association, its successors and assigns, in the allocation and expenditure of the said maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation to furnish any of such services except to the extent of funds actually received by the Association.

(d) Substitution of the Association for the Developer. Wherever in these Protective Covenants the approval of the Developer is required as a condition in respect of certain functions or where other consents, waivers or other actions on the part of the Developer are required to be or may be given by Developer, the Association shall succeed to all the rights, obligations and functions of the Developer hereunder at such time as the ownership by the Developer, its successors and assigns of property in the Project shall have terminated.

Section 17. Initial Construction Period; Developer's Option to Repurchase. Each Owner (other than Developer) of any Building Site, by his claim or assertion of ownership or by accepting a deed or ground lease to such Building Site, whether or not it shall be so expressed in said deed or ground lease, is hereby conclusively deemed to covenant and agree with Developer, as a covenant running with the land, to commence in good faith the actual construction of one or more buildings approved by the Committee upon such Building Site within one (1) year from the date such property is designated as a Building Site, continuously prosecute such construction for at least ninety (90) days, and thereafter diligently prosecute such construction to completion. For purposes hereof, the construction of improvements on any Building Site shall be deemed to have commenced on the date on which the first foundations are poured.

If, after the expiration of said one (1) year period, the actual construction of improvements approved by the

Committee shall not have commenced in good faith, or if such construction, when commenced, is not continuously prosecuted for at least ninety (90) days, then the Developer shall have the option, but not the obligation, exercisable at any time after any such Owner shall have defaulted hereunder, of refunding to such Owner the "Refund Price" (as hereinafter defined) and entering into possession of said Building Site. All conveyances of Building Sites by Developer shall be made and accepted on condition that the purchaser, grantee or Owner shall reconvey such Building Site to Developer upon the exercise by Developer of the aforesaid option under the conditions herein set forth. Any such reconveyance shall be evidenced by a deed from the then Owner of such Building Site containing a special warranty and free and clear of all liens, encumbrances and exceptions other than those to which this Declaration is subject.

In the event Developer elects to exercise its option to require a reconveyance of such Building Site, Developer shall deliver to such then Owner of such Building Site (1) a Deed in a form herein provided for, (2) a draft in the amount of the Refund Price, which draft shall provide for the payment thereof upon sight by the bank upon which it is drawn, when presented with such Deed (properly executed and acknowledged and without change in form or substance) attached, and (3) a letter notifying such Owner of Developer's election to exercise the option herein set out, demanding that such Owner execute such Deed and present such draft and Deed to the Bank upon which such draft is drawn, and showing the manner in which the Refund Price for such Building Site was calculated. Such Owner shall have a reasonable time, not to exceed five (5) business days following his receipt of such letter, Deed and draft, in which to execute said Deed and present such draft and Deed to the bank on which such draft is drawn. In the event such Owner defaults in his obligations as set out in this Section 17 of this Article V, Developer shall have all of the rights and remedies to which it may be entitled at law or in equity including, specifically, and without limitation, specific performance.

The rights of Developer under this Section 17 shall be enforceable only by Developer and any successor or assign of Developer to whom shall have been transferred such specific enforcement rights. The Developer may, as to any Building Site, at its sole election, and at any time or from time to time, (1) extend the time within which such construction must be commenced on such Building Site, (2) subordinate Developer's rights under this Section 17 to the rights of any holder of a mortgage lien on such Building Site, and (3) release and terminate Developer's rights under this Section 17 as to such Building Site. In the event Developer, relative to any Building Site, shall elect to extend the time within which construction must commence under this Section 17, elect to subordinate its rights under this Section 17 to the rights of a mortgage lien holder, or elect to release and terminate its rights under this Section 17, such election in no event shall operate to require Developer to grant any extension of such time to commence construction, or subordinate or release its rights under this Section 17 as to any other Building Site.

For purposes hereof, the term "Refund Price" shall mean an amount equal to the original purchase price paid to Developer for the Building Site to be so reconveyed, minus the unpaid principal balance and accrued but unpaid interest (if any) owing on any existing promissory note to Developer secured by liens on all or any portion of such Building Site, and minus any accrued ad valorem taxes or other assessments or impositions of any kind then existing on or assessed against

such Building Site and any real estate brokerage commissions paid or agreed to be paid by Developer as a result of the sale by Developer of such Building Site.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. The protective covenants of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Developer, the Committee or the Owner or Owners of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending twenty-five (25) years from such effective date. During such initial term the protective covenants of this Declaration may be changed or terminated only by an instrument signed by all of the then Owners in the Properties and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, such protective covenants (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than seventy-five percent (75%) of the total area of the Properties and properly recorded in the appropriate records of Harris County, Texas.

Section 2. Enforcement. The Developer, the Association or any Owner at its own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration or any Supplemental Declaration; provided, however, failure of any Owner or the Developer to take any action upon a breach of the protective covenants herein provided for shall not render such party liable in any manner for such failure. Failure of any Owner or the Developer to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Developer. The Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his Mortgagee.

Section 4. Additional Plats and Protective Covenants. Developer shall have the right at any time or from time to time to file one or more maps or plats or Declarations of Protective Covenants of record in the Office of the County Clerk of Harris County, Texas, covering the entirety of any portion of the Properties designated as a "Reserve" on the Plat, prior to the designation as a Building Site of any portion of any such Reserve, for the purpose of resubdividing such Reserve, creating public or private rights of way or easements, establishing building set back lines and additional restrictive covenants in order to provide for the orderly development of such Reserve consistent with the utilization of such Reserve. Provided, however, nothing herein shall be construed to permit a use inconsistent or prohibited by the provisions of this

Declaration. Developer shall have the right to file such map or plat or Declaration upon the joinder and consent of the appropriate county and/or municipal authorities, but without the joinder of any other party. For purposes hereof, the term "Reserve" shall mean and refer to Reserves A, B, C, D E, F, and G shown on the Plat.

Section 5. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 6. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 7. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Developer at the time of such mailing.

Section 8. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 9. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has executed this Declaration to be effective, this the 18th day of May, 1983.

UNOFFICIAL COPY



GENSTAR TEXAS, INC. 102

BY: [Signature]
John E. Carr, III
Vice President

ATTEST:

[Signature]
Laurine M. Ernsberger
Assistant Secretary

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John E. Carr, III, Vice President of GENSTAR TEXAS, INC. and known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged the same was the corporate act and deed of said corporation, executed by him in the capacity therein stated, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 1983.

Maria Tan

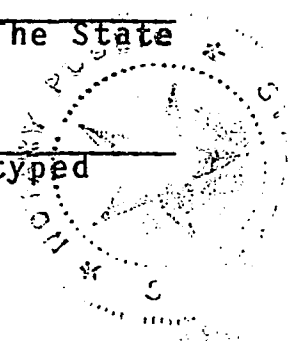
Notary Public in and for The State of Texas

MARIA TAN

Notary's name printed or typed

My Commission Expires:

9-3-1985

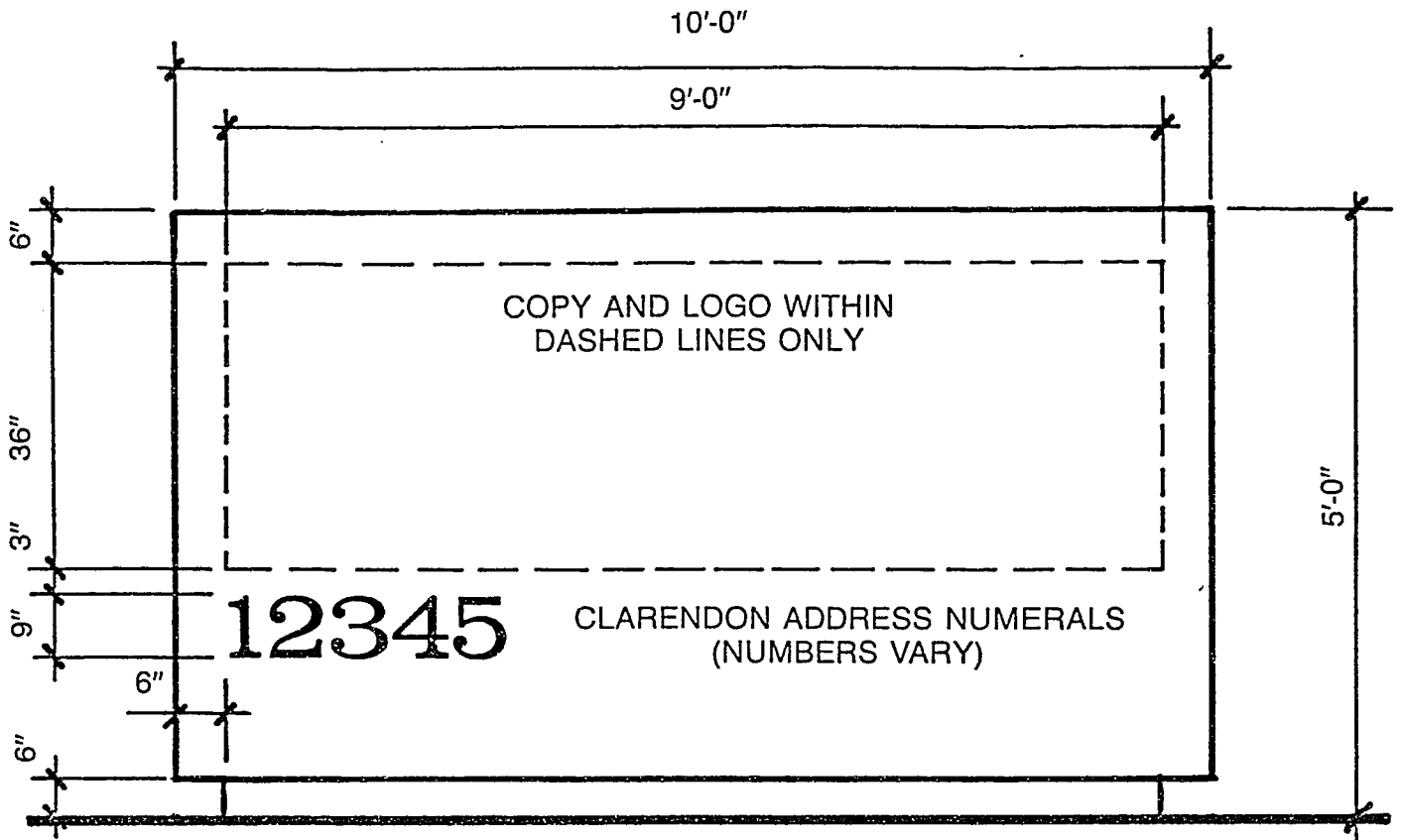


UNOFFICIAL



1. OFFICIALLY ADOPTED LOGO FOR THE TRACES SUBDIVISION.
2. BACKGROUND COLOR TO BE PMS 469c LETTERS TO BE PMS 155c COLOR INSIDE CIRCLE PMS 470c.
3. LOGO TO BE PLACED ON TEMPORARY SITE DEVELOPMENT SIGNS, WITH APPLIQUE PROVIDED BY GENSTAR TEXAS DEVELOPMENT CO. IN LOCATION SPECIFIED ON SHEET 2 EXHIBIT A.
4. THE USE OF THIS LOGO AS INTEGRAL PART OF OTHER SIGNS IS ENCOURAGED.

LOGO

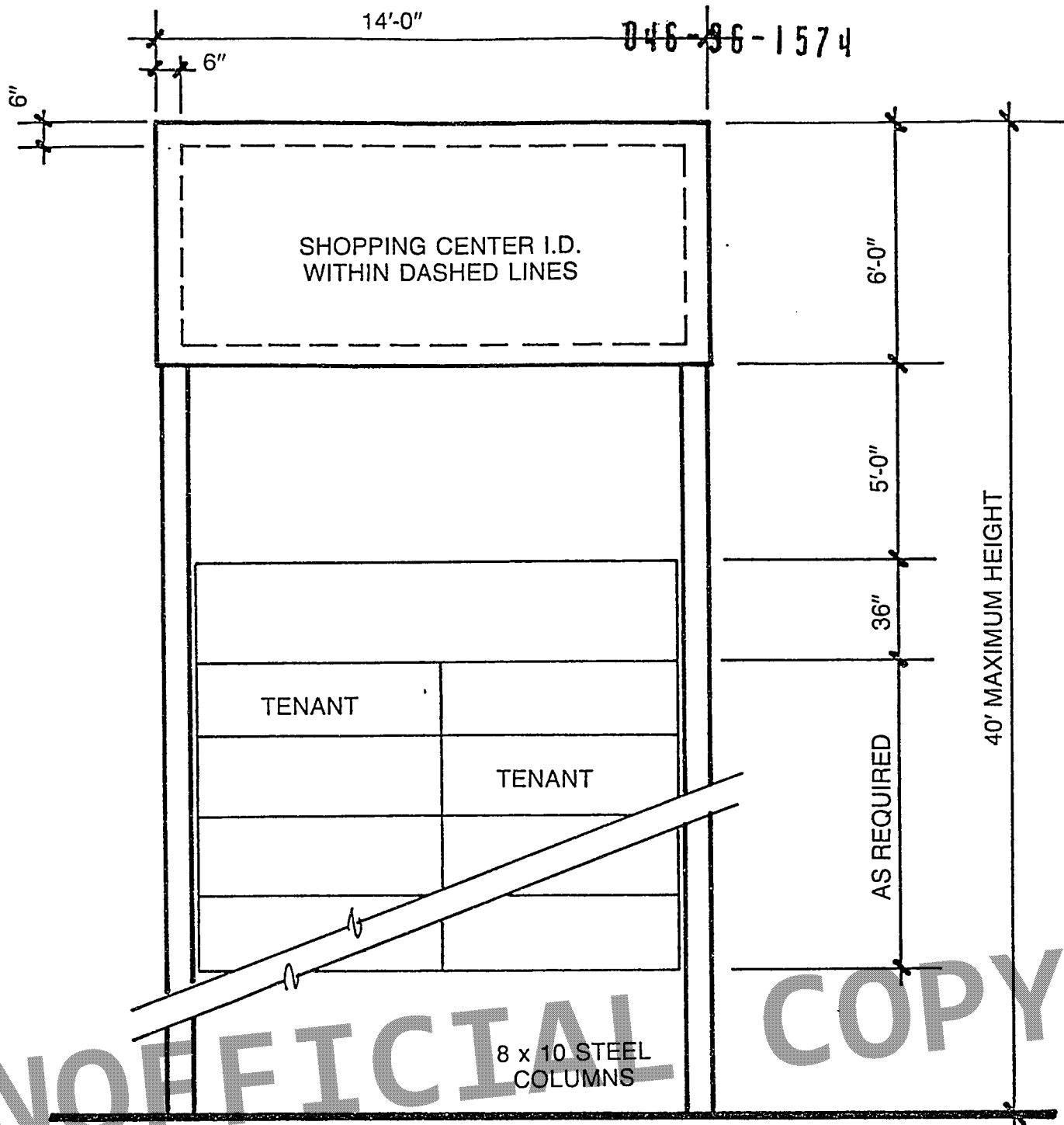


1. SIGNS TO CONFORM TO DIMENSIONS ILLUSTRATED ABOVE. CONSTRUCTION MATERIALS MAY VARY WITH APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE.
2. SIGNS TO BE DOUBLE FACED AND PERPENDICULAR TO ADJACENT STREET (SEE EXHIBIT A—SHEET 5 FOR LOCATION).
3. SIGNS MAY BE INTERNALLY LIGHTED FOR COPY AND LOGOS ONLY, NOT BACKGROUND.
4. SIGN LIGHTING FIXTURES SHALL BE CONCEALED FROM VIEW UNLESS USED AS AN INTEGRAL PART OF SIGN DESIGN AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

APPROVED FOR RECORDING ONLY

Richard P. Dero
County Engineer

PERMANENT SITE SIGN
OFFICES, APARTMENTS, TOWNHOUSES, RETAIL AND SERVICE



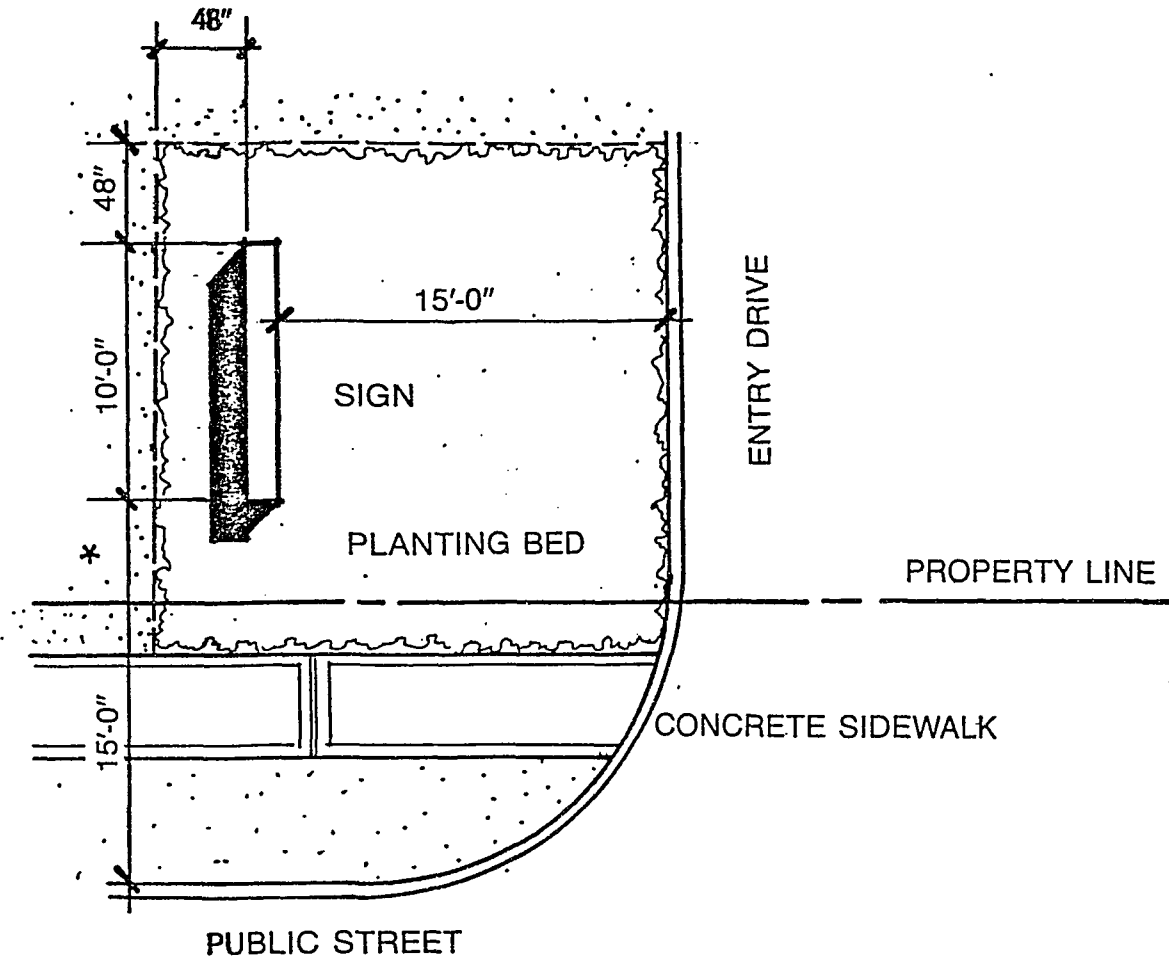
1. ONE PYLON SIGN PER SHOPPING CENTER.
2. SIGN TO BE CONSTRUCTED WITH STEEL COLUMNS CONFORMING TO CITY OF HOUSTON SIGN ORDINANCES.
3. ALL MATERIALS, LIGHTING AND LOCATIONS TO BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

APPROVED FOR RECORDING ONLY

Richard P. Dow
County Engineer

SHOPPING CENTER SIGNS

EXHIBIT A-SHEET 4



1. SIGN TO BE PLACED PERPENDICULAR TO PUBLIC STREET 15'-0" FROM BACK OF STREET CURB, AND 15'-0" FROM BACK OF ENTRY DRIVE CURB.

2. PLANTING BED IS PERMITTED AROUND BASE OF SIGN IN AN AREA NO LARGER THAN INDICATED BY DASHED LINES ABOVE. ALL PLANT MATERIAL IS SUBJECT TO REVIEW BY ARCHITECTURAL CONTROL COMMITTEE.

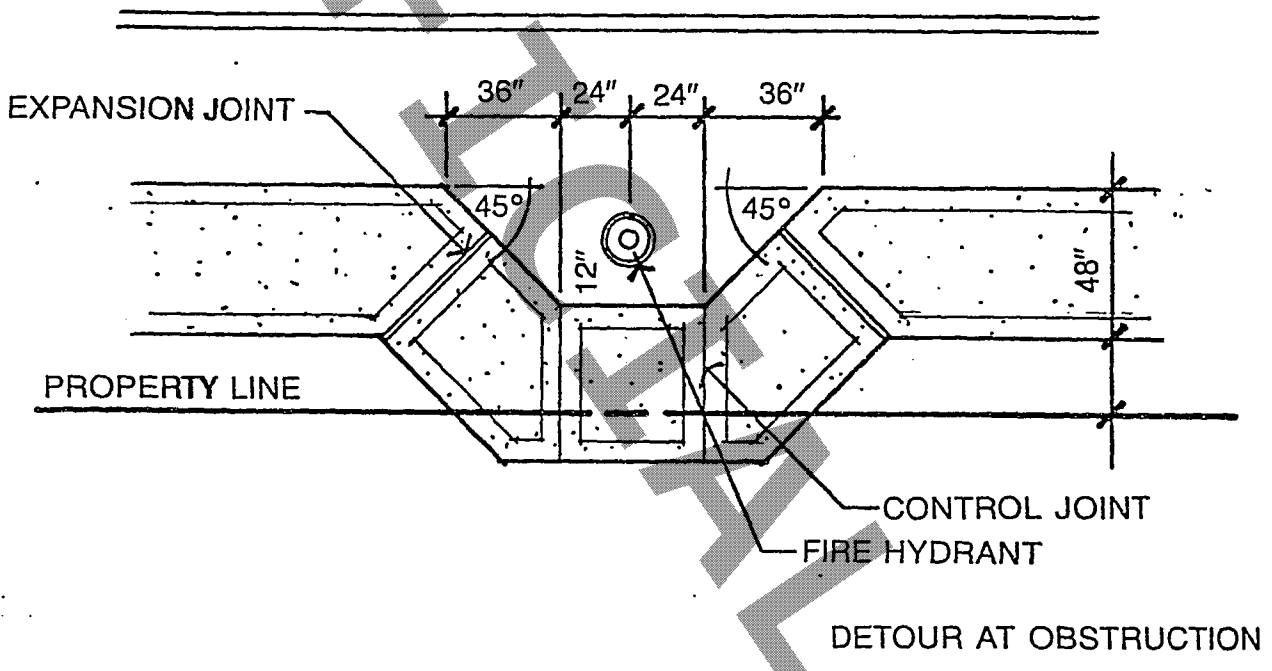
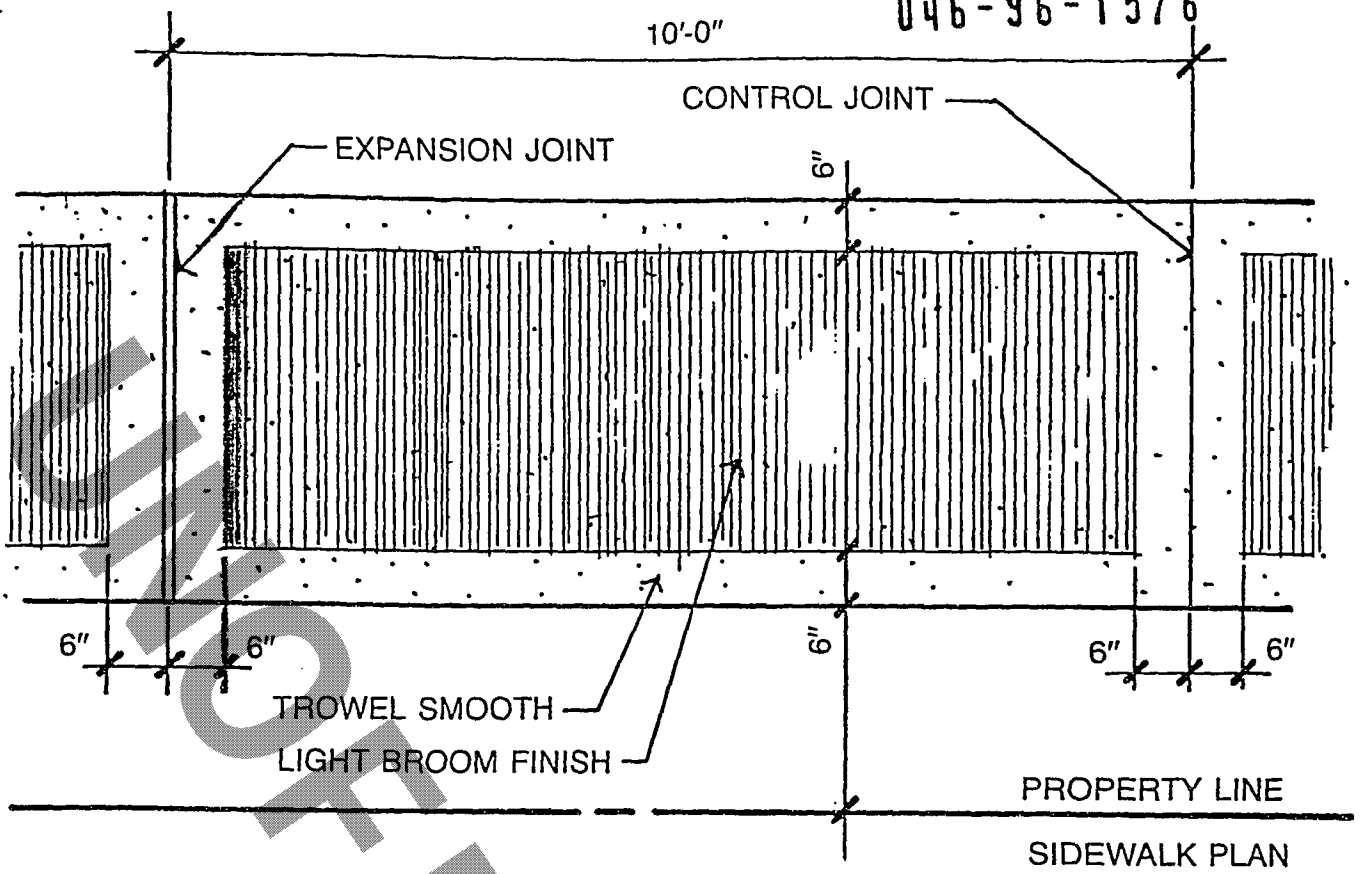
* 3. SIGNS ON Bammel-NORTH HOUSTON RD. TO BE PLACED ON PROPERTY LINE.

APPROVED FOR RECORDING ONLY

Richard P. D...
County Engineer

SIGN LOCATION

EXHIBIT A—SHEET 5



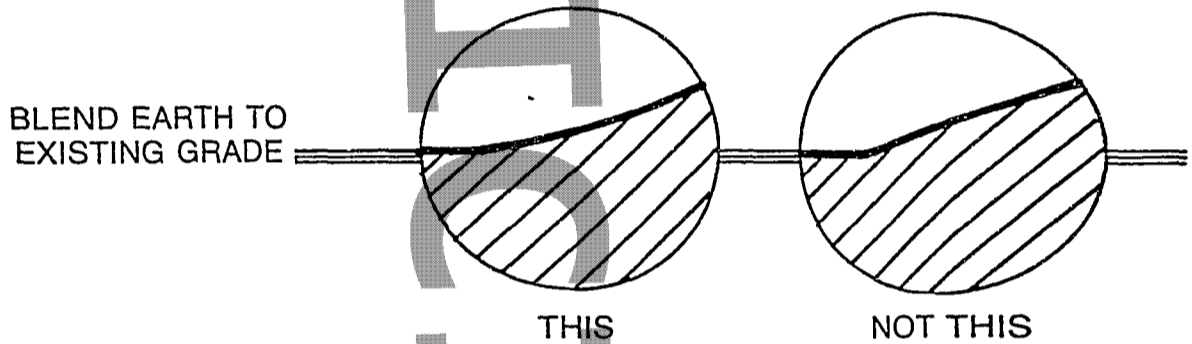
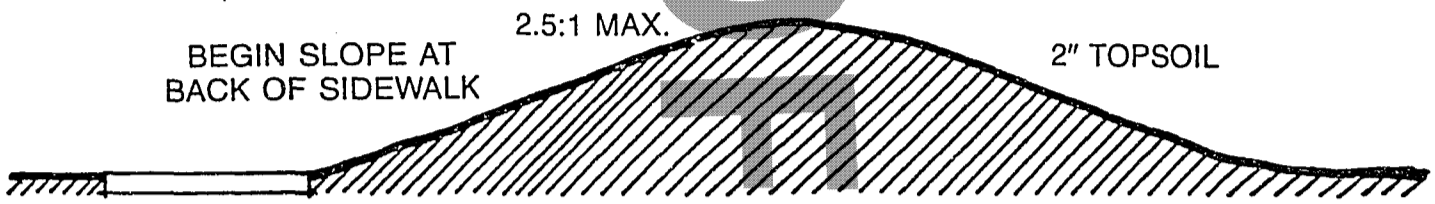
1. SIDEWALKS TO BE CONSTRUCTED BY SITE DEVELOPER ON ALL STREETS
2. CONCRETE TO BE MIN. 4" THICKNESS ON 2" SAND BASE, 2800 PSI WITH #10-6" x 6" WOVEN WIRE MESH, EXPANSION JOINTS TO BE 1 x 4 REDWOOD WITH DOWELS. PITCH 1/8" PER FOOT TOWARD STREET.
3. FINISH TO BE LIGHT BROOMED WITH 6" "PICTURE FRAME" AT EXPANSION AND CONTROL JOINTS.

APPROVED FOR RECORDING ONLY

Richard P. Duro
County Engineer

SIDEWALKS

EXHIBIT A-SHEET 6



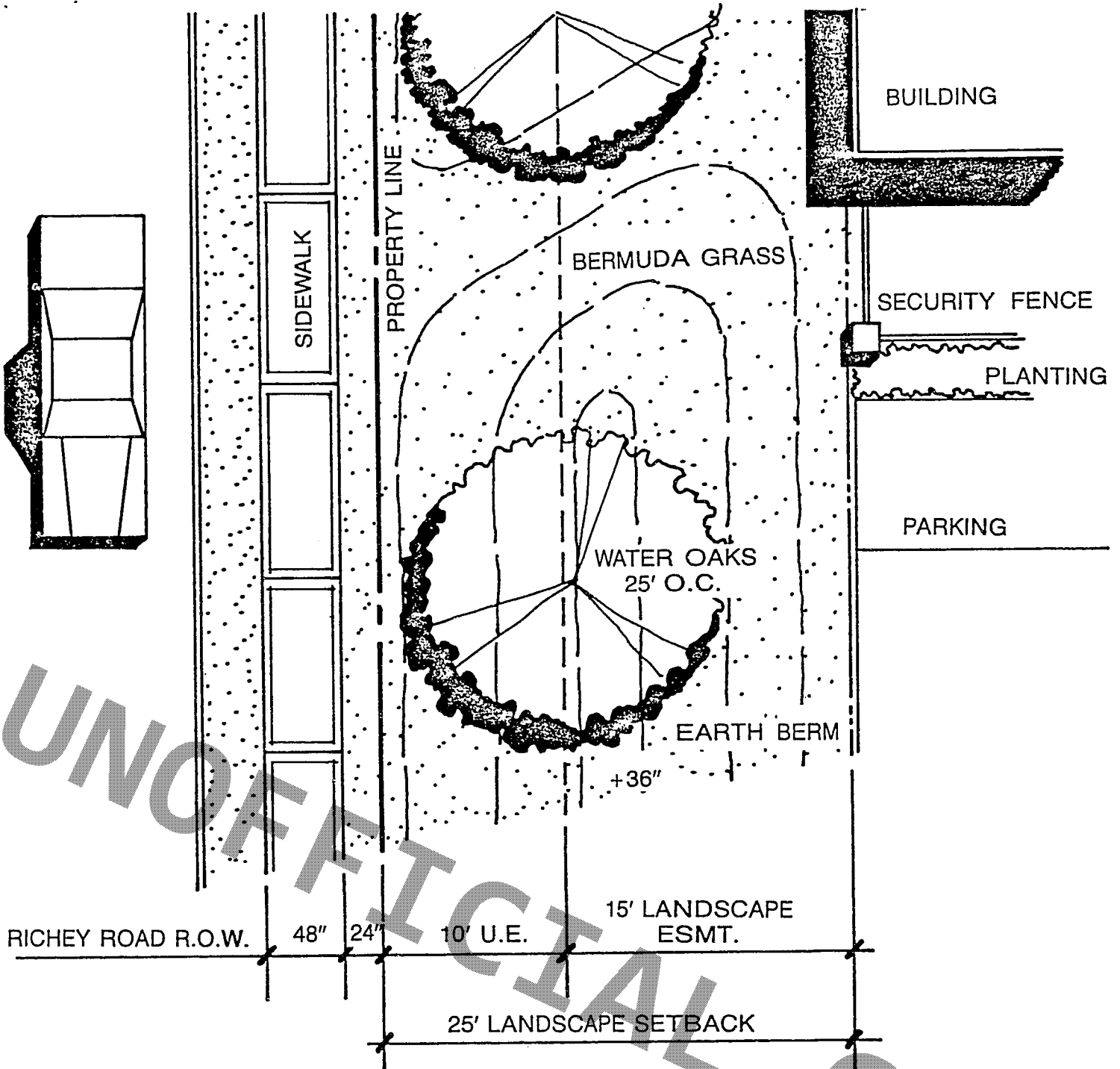
1. EARTH BERMS SHALL BE CONSTRUCTED WITHIN BUILDING SETBACK LINES AS INDICATED IN EXHIBIT A—SHEETS 8 THROUGH 14. USE EARTH FREE OF RUBBLE AND DEBRIS.
2. GRADUALLY BLEND CONTOURS TO EXISTING GRADES. SLOPES NOT TO EXCEED 2.5:1 (ONE FOOT VERTICAL RISE IN 2'-6" HORIZONTAL DISTANCE). 3:1 SLOPES PREFERABLE.
3. MANHOLES, VALVE BOXES AND OTHER UTILITIES TO BE ADJUSTED AS REQUIRED TO CONFORM TO BERM CONTOURS.
4. ALL BERMS AND GRASSED AREAS WITHIN BUILDING SETBACKS TO BE IRRIGATED WITH AN UNDERGROUND IRRIGATION SYSTEM.
5. TOP DRESS ALL EARTH BERMS WITH A MINIMUM OF 2" OF TOPSOIL BEFORE GRASSING WITH BERMUDA GRASS.

APPROVED FOR RECORDING ONLY

Richard P. DeWitt
County Engineer

EARTH BERMS

EXHIBIT A—SHEET 7



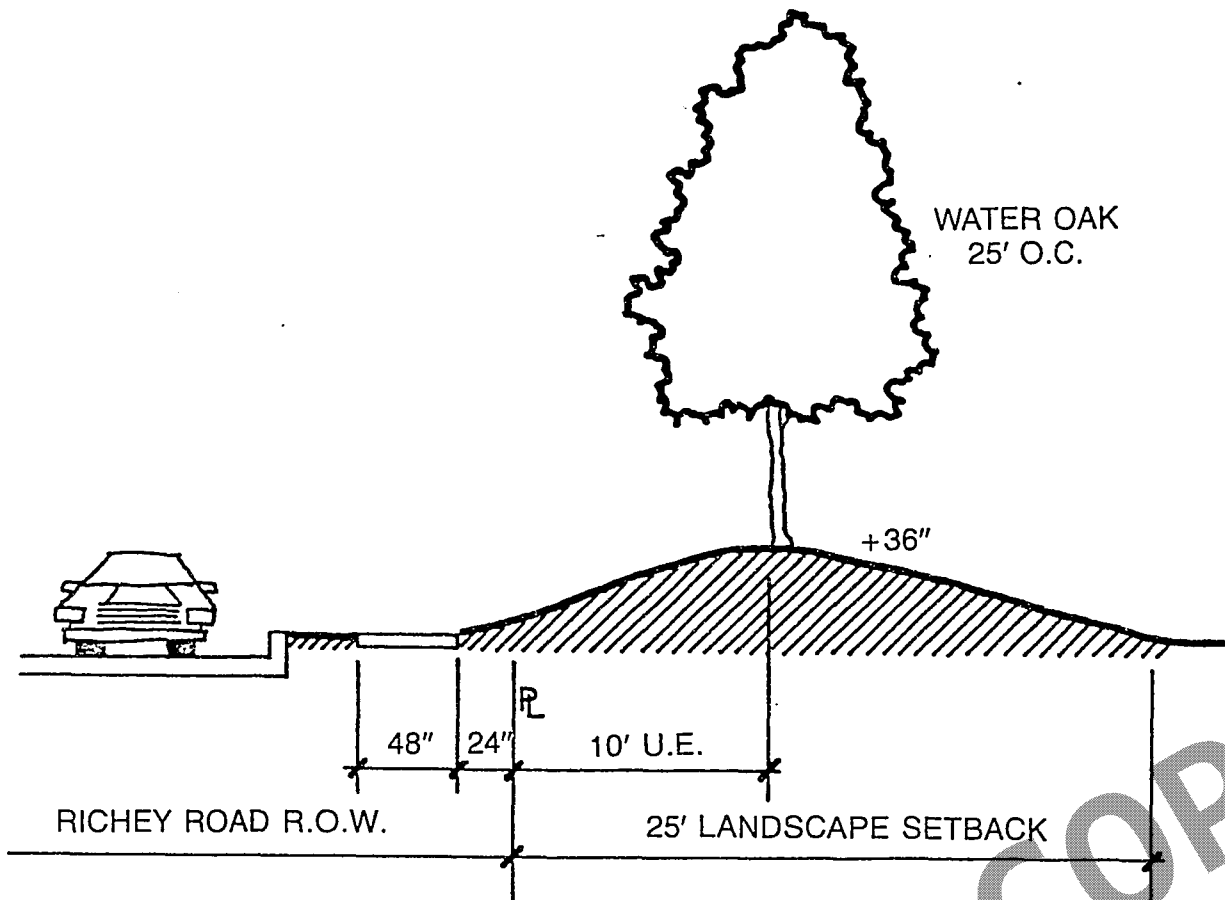
UNOFFICIAL COPY

1. 25' LANDSCAPE SETBACK TO BE CONCURRENT WITH 25' BUILDING SETBACK ON RICHEY ROAD. EARTH BERMS, WATER OAKS, IRRIGATION SYSTEM AND GRASSING TO BE INSTALLED AND MAINTAINED BY SITE DEVELOPER.
2. NO BUILDING, FENCE, LIGHT STANDARD, PLANT MATERIAL, OTHER THAN GRASS AND WATER OAKS, TO BE PERMITTED WITHIN LANDSCAPE SETBACK EXCEPT SIGNS, SEE EXHIBIT A-SHEET 5.
3. PARKING MAY BE PERMITTED WITH APPROVAL FROM ARCHITECTURAL REVIEW COMMITTEE IF DESIGNED TO CONFORM TO EXHIBIT A-SHEET 10.
4. SETBACKS APPLICABLE TO RESERVES A, B, C, D AND E. RICHEY ROAD FRONTAGE.

APPROVED FOR RECORDING ONLY

Richard P. Duro
County Engineer

**RICHEY ROAD
25' LANDSCAPE SETBACK PLAN**



1. MATCHED WATER OAK TREES TO BE PLANTED ON BACK OF 10' UTILITY EASEMENT, 25' ON CENTER.
2. TREES PLANTED IN 1983 AND 1984 TO BE MINIMUM 2" CALIPER, 8' HEIGHT. TREES PLANTED IN 1985 TO BE 2½" CALIPER, 10' HEIGHT. TREES PLANTED IN 1986 AND SUBSEQUENT YEARS TO BE 3" CALIPER 12' HEIGHT.
3. BERMS TO BE 36" IN HEIGHT, MINIMUM. ABOVE TOP OF ADJACENT CURB.

FILED

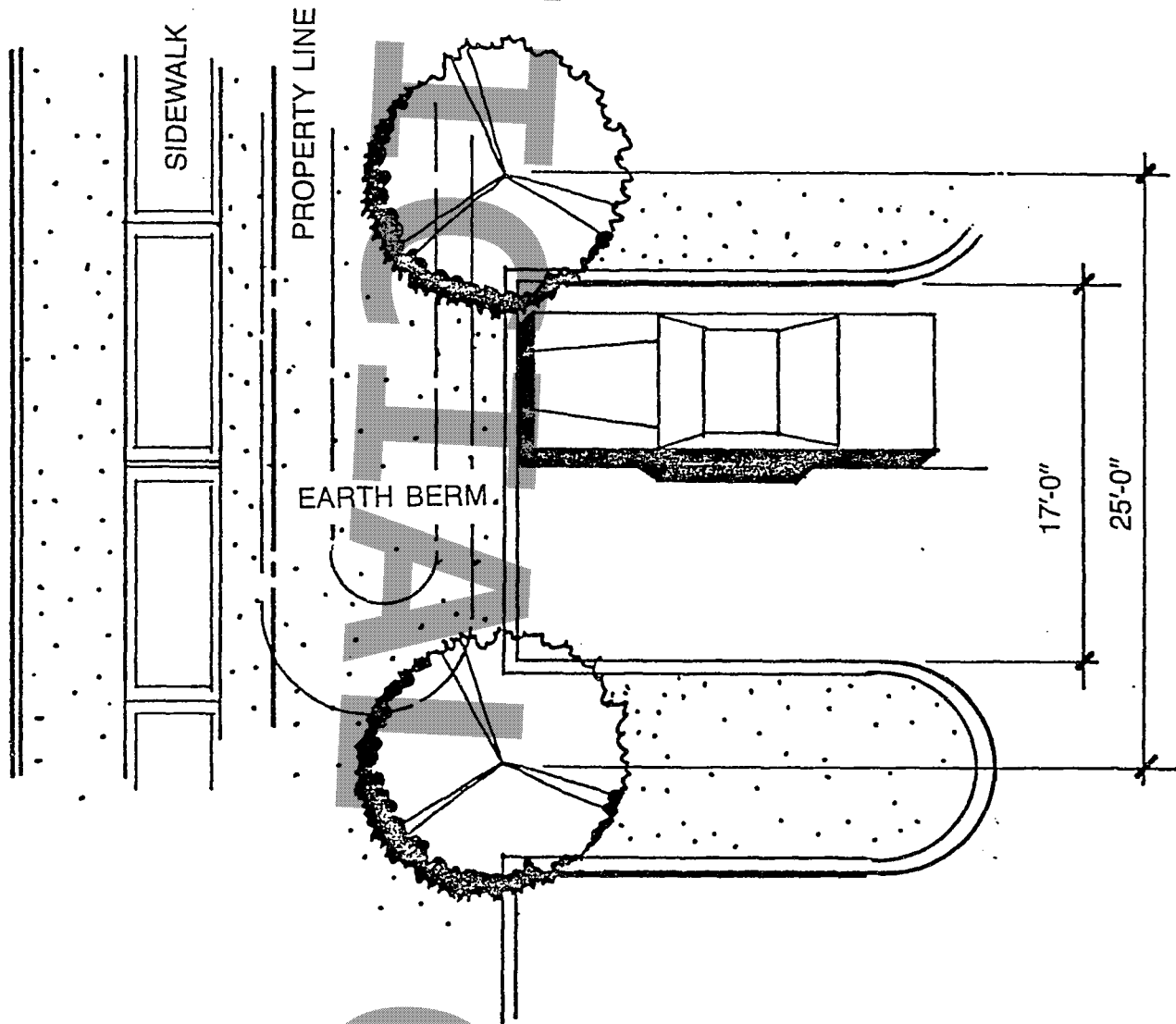
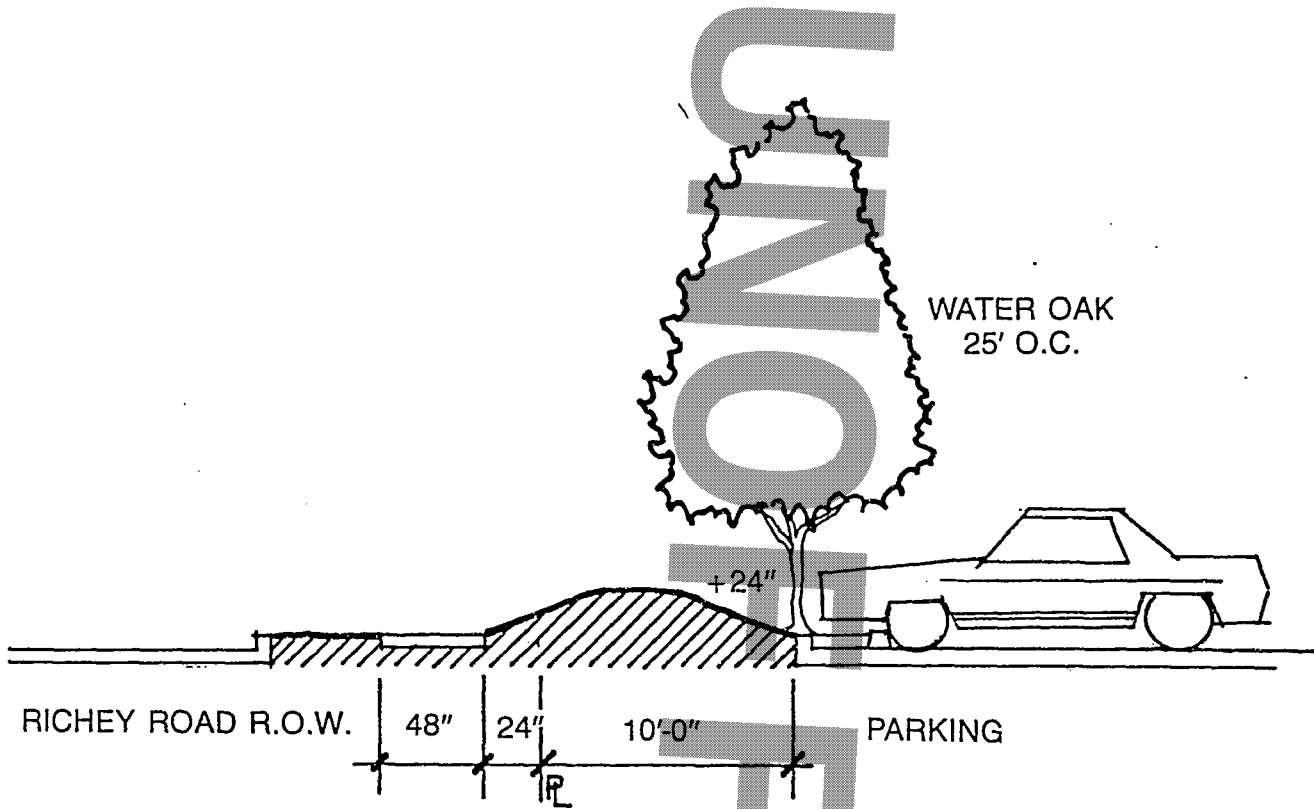
MAY 18 3 38 PM 1983

Janice Pacheco
COUNTY CLERK
HARRIS COUNTY, TEXAS

APPROVED FOR RECORDING ONLY

Richard P. Dow
County Engineer

RICHEY ROAD
25' LANDSCAPE SETBACK SECTION

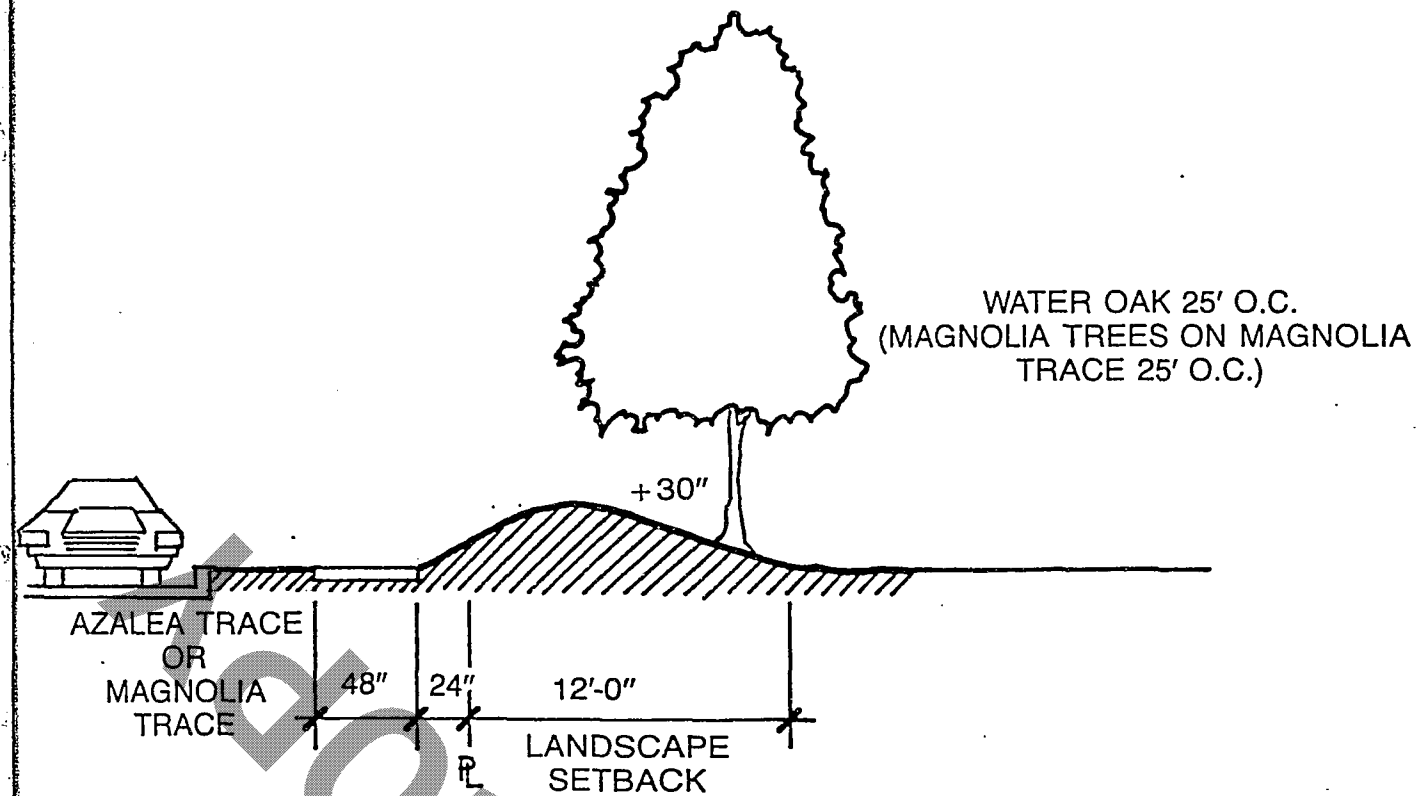


1. PARKING TO BE PERMITTED WITHIN 25' LANDSCAPE SETBACK WITH APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE, IF STANDARD LOCATION OF TREES IS MAINTAINED.
2. A LOW BERM SHALL BE INSTALLED TO SOFTEN EFFECT OF PARKING WITHIN SETBACK.

APPROVED FOR RECORDING ONLY

Richard P. Duro
 County Engineer

**RICHEY ROAD
 PARKING IN 25' LANDSCAPE SETBACK**

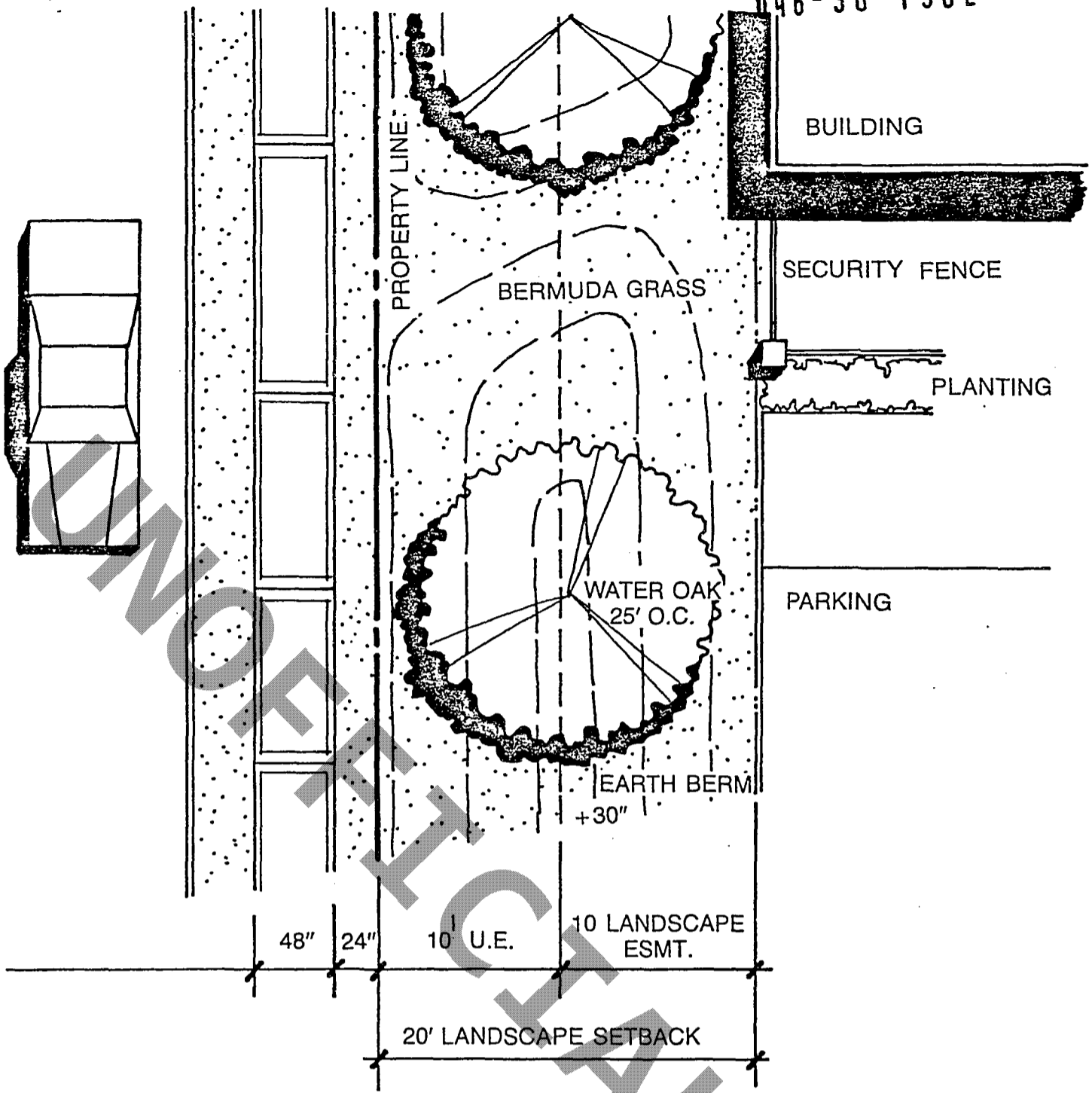


1. ONLY EARTH BERMS, IRRIGATION SYSTEM, WATER OAKS AND GRASS TO BE INSTALLED AND MAINTAINED BY SITE DEVELOPER WITHIN 10' UTILITY EASEMENT.
2. AN ADDITIONAL 24" EXTENSION OF BERMS INTO THE BUILDING SETBACK IS REQUIRED FOR TRANSITION OF EARTH BERMS.
3. WATER OAKS TO BE PLANTED 25' O.C. ON BACKSIDE OF 10' UTILITY EASEMENT. (MAGNOLIA TREES ON MAGNOLIA TRACE 25' O.C.)
4. PLANTING TO SCREEN PARKING AREAS WITHIN BUILDING SETBACK IS PERMITTED WITH APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE.

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Richard P. Dero
County Engineer

RESERVE "C-2"
10' LANDSCAPE SETBACK SECTION



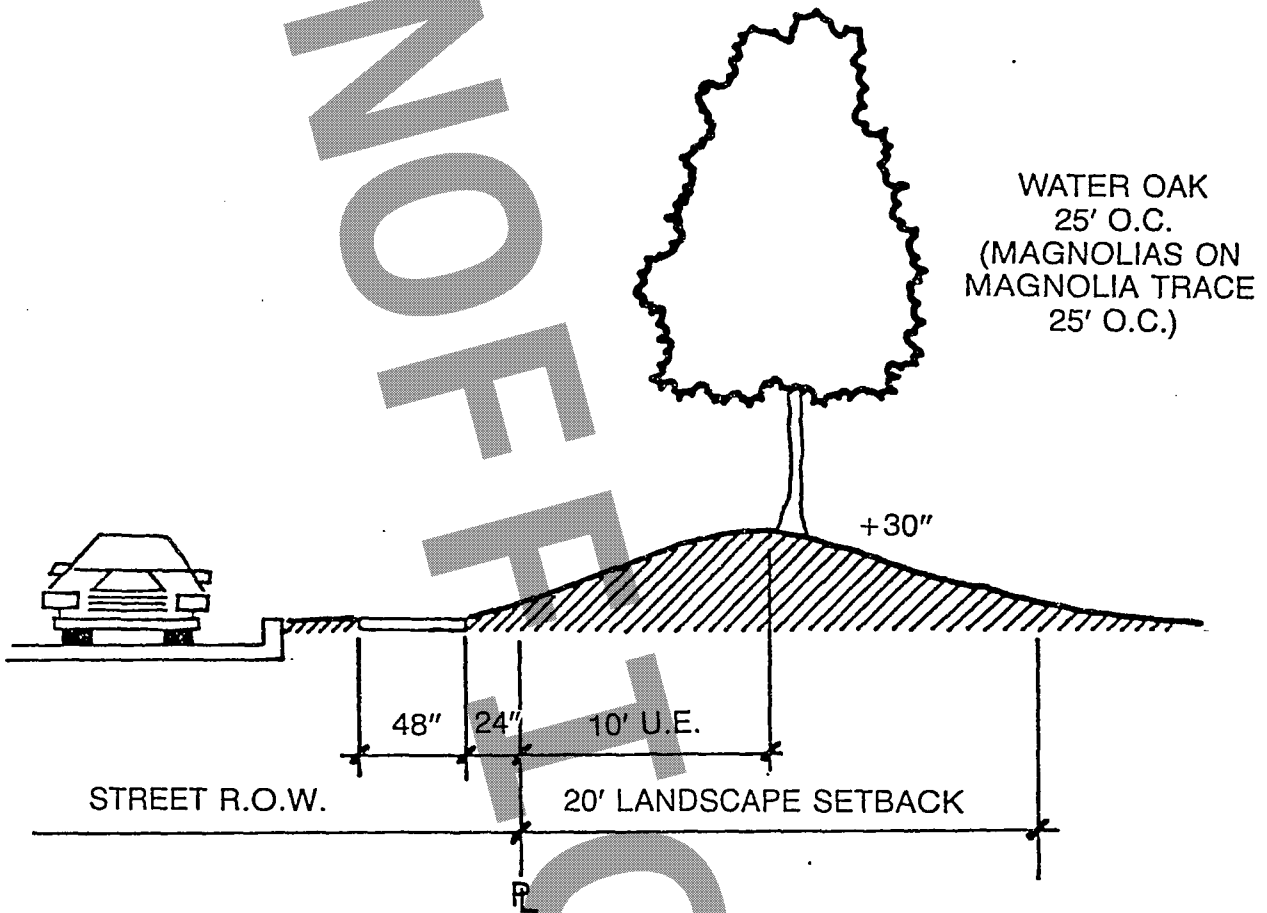
1. EARTH BERMS, WATER OAKS, IRRIGATION SYSTEM AND GRASSING TO BE INSTALLED AND MAINTAINED BY SITE DEVELOPER.
2. NO BUILDING, FENCE, LIGHT STANDARD, PLANT MATERIAL, OTHER THAN GRASS AND WATER OAKS TO BE PERMITTED WITHIN BUILDING SETBACK EXCEPT SIGNS, SEE EXHIBIT A—SHEET 5.

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Richard P. Duro
 County Engineer

20' LANDSCAPE SETBACK PLAN

UNOFFICIAL COPY



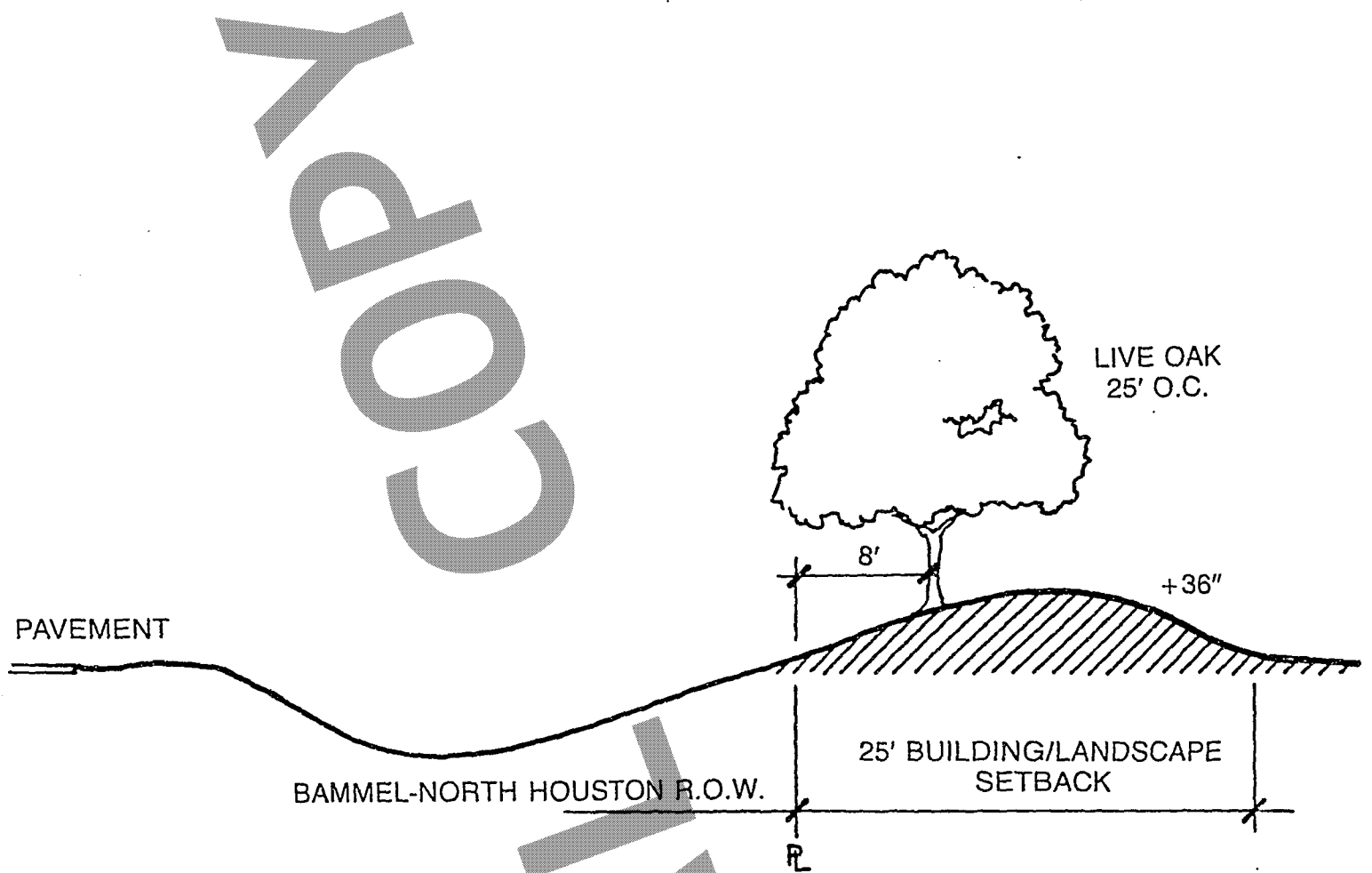
1. MATCHED WATER OAKS 25' O.C. (MAGNOLIAS ON MAGNOLIA TRACE 25' U.E.)
2. TREES PLANTED IN 1983 AND 1984 TO BE MINIMUM OF 2" CALIPER, 8' HEIGHT. TREES PLANTED IN 1985 TO BE 2½" CALIPER, 10' HEIGHT. 1986 AND SUBSEQUENT YEARS TO BE 3" CALIPER, 12' HEIGHT.
3. BERMS SHALL BE 30" ABOVE TOP OF ADJACENT CURB.

COPY

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Richard P. Devo
County Engineer

20' LANDSCAPE SETBACK SECTION



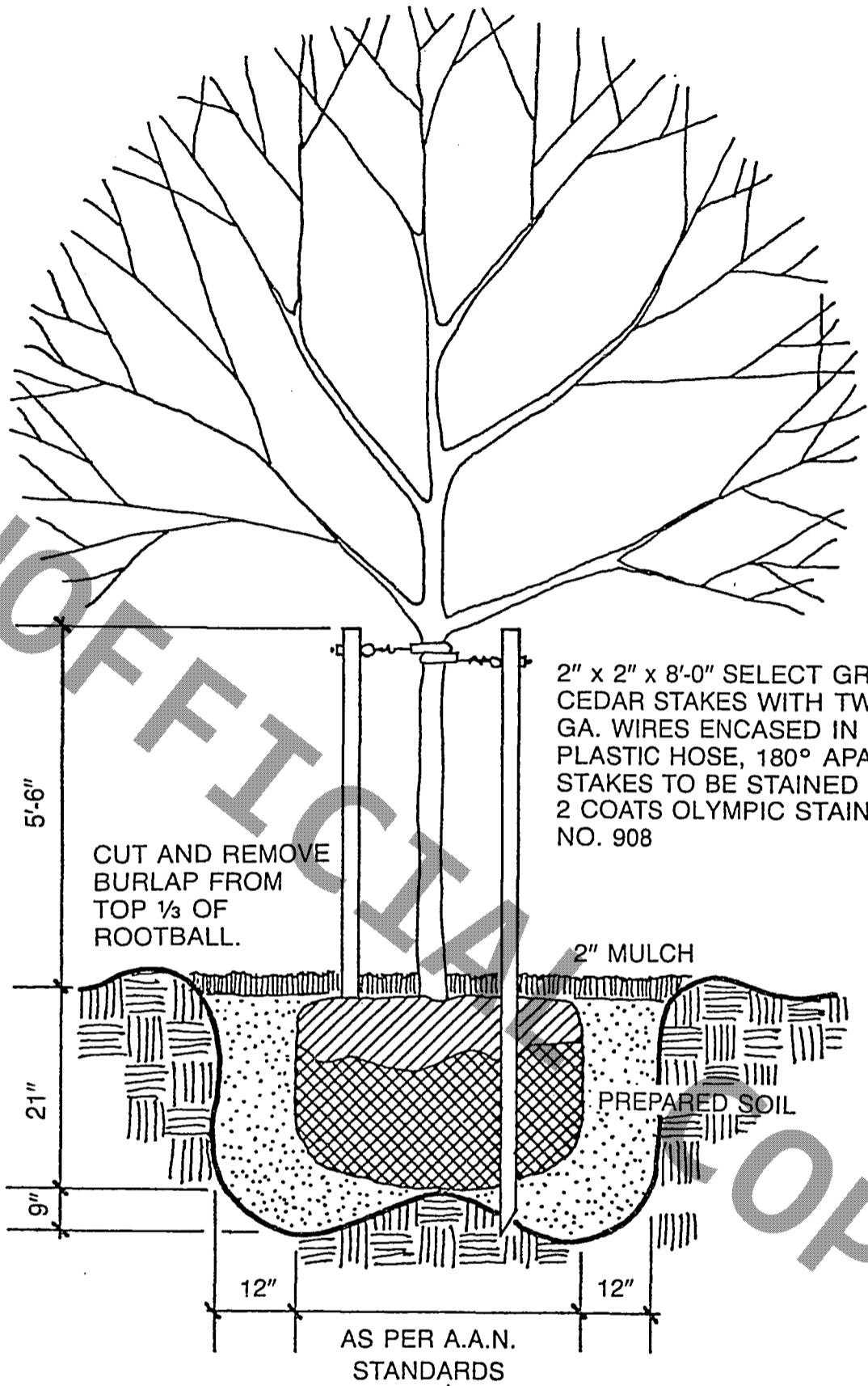
1. EARTH BERMS, LIVE OAKS, IRRIGATION AND GRASSING TO BE INSTALLED ON BAMMEL NORTH-HOUSTON ROAD.
2. THE SITE DEVELOPER SHALL MAINTAIN AREA WITHIN BUILDING/LANDSCAPE SETBACK.
3. NO BUILDING, PARKING, FENCE, OR LIGHT STANDARD IS PERMITTED WITHIN BUILDING SETBACK.
4. SIGNS ARE TO BE PLACED ON PROPERTY LINE SEE EXHIBIT A-SHEET 5.

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Richard P. Dowd
County Engineer

**BAMMEL NORTH HOUSTON
LANDSCAPE SETBACK SECTION**

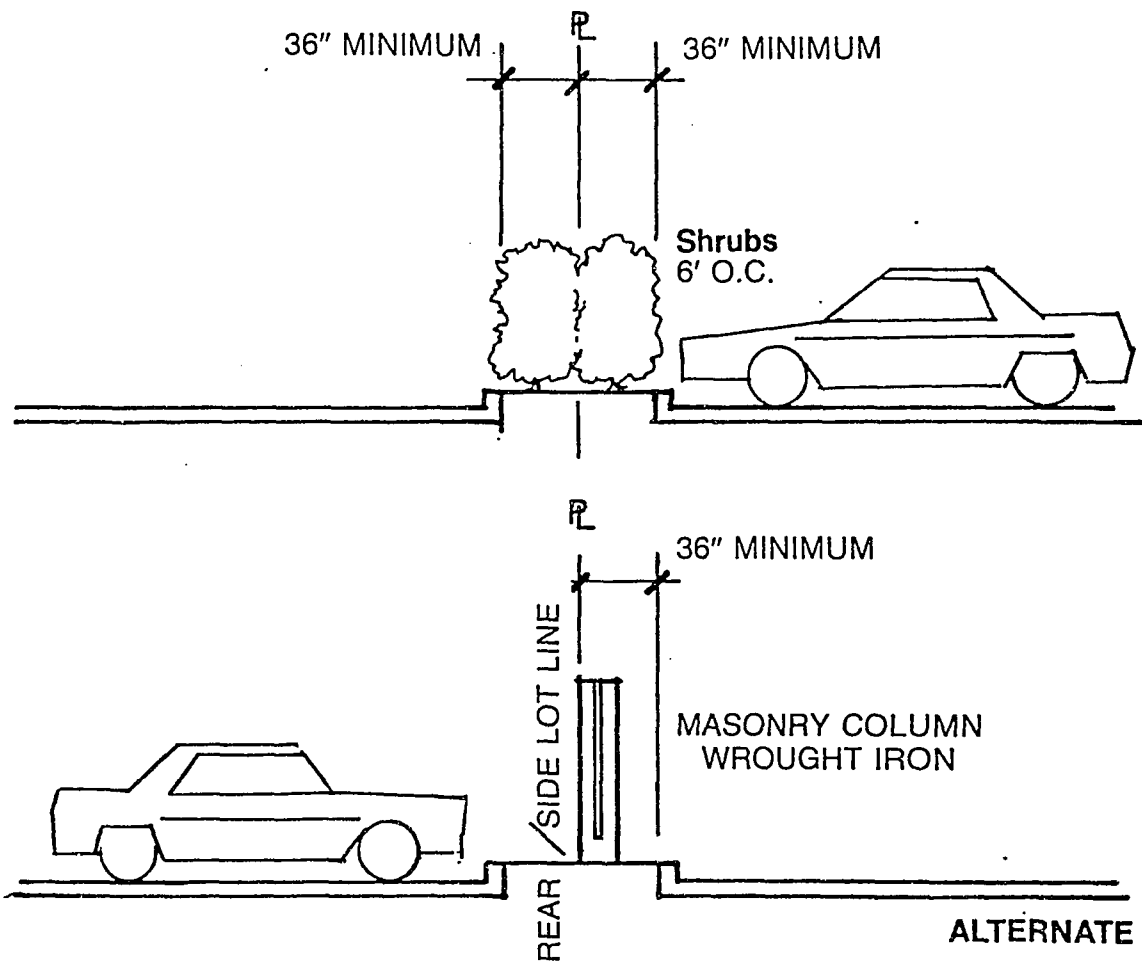
EXHIBIT A-SHEET 14



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Richard A. D...
 County Engineer

REQUIRED TREE PLANTING DETAIL



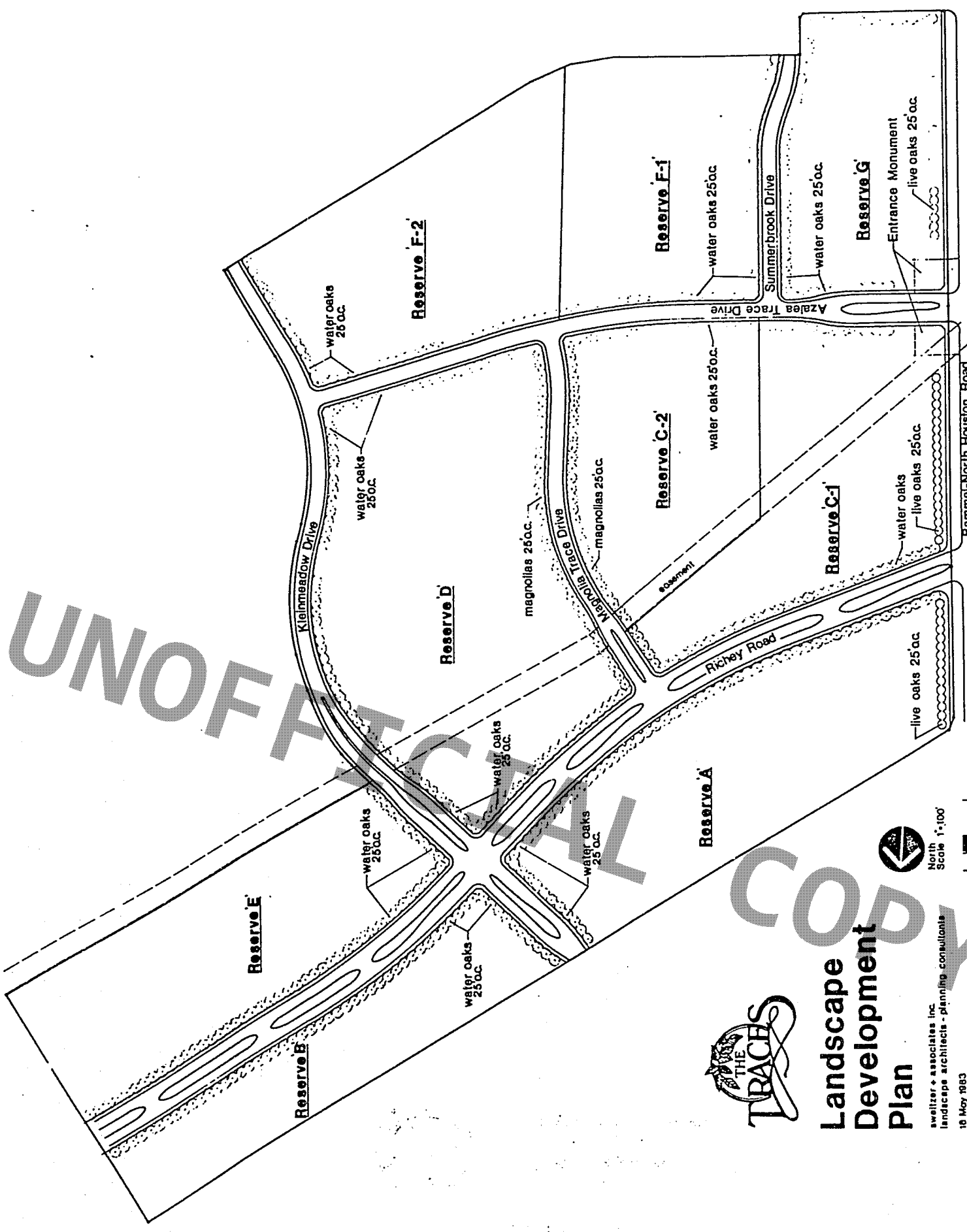
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1. ALL SIDE AND REAR PROPERTY LINES SHALL BE PLANTED WITH A HEDGE OF FRAZERS PHOTINIA OR LIGUSTRUM 6' O.C. THE ADJACENT PROPERTY OWNER SHALL PLANT IDENTICAL SHRUBS 6' O.C., STAGGERED.
2. MASONRY FENCES OR WALLS, WROUGHT IRON OR A COMBINATION OF MASONRY AND WROUGHT IRON MAY BE CONSIDERED AS AN ALTERNATE BY THE ARCHITECTURAL REVIEW COMMITTEE. NO WOOD FENCES ARE PERMITTED.
3. NO FENCE OR SHRUB TO EXTEND PAST FRONT BUILDING SET BACK LINE.

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Richard P. Dew
County Engineer

ADJACENT PROPERTY PLANTING

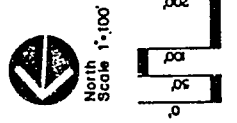


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Landscape Development Plan

swelzer + associates inc.
landscape architects - planning consultants
16 May 1993
job 83-002



RETURN TO: H. DAVID TEMPLETON
P. O. Box 27396, Julius Melcher Station
Houston, Texas 77227

APPROVED FOR RECORDING ONLY *please return to:*

Richard A. Dow
County Engineer

~~Genstar Texas Development Co.
101 SOUTHWESTERN BLVD. SUITE 103
SUGAR LAND, TEXAS 77478
PHONE (713) 491-7030~~

~~046 96 1568~~
04696-1588

FILED IN THE OFFICE OF THE COUNTY CLERK
HARRIS COUNTY, TEXAS
MAY 18 1983

STATE OF TEXAS }
COUNTY OF HARRIS }

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

MAY 18 1983



Anita Rodchev
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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