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**DECLARATION
OF
COVENANTS, CONDITIONS
AND RESTRICTIONS**

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HARRIS COUNTY, TEXAS

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ABERDEEN COMMERCENTER**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ABERDEEN COMMERCENTER (this "Declaration") is made and entered into as of this _____ day of _____, 1983, by WIMPEY/GENTRY II, a Texas general partnership composed of Gentry Construction Company, Inc. (a California corporation, qualified to do business in the State of Texas, and also doing business under the name of "The Gentry Company"), and George Wimpey of Texas Inc. (a Texas corporation), as general partners.

WITNESSETH:

WHEREAS, Wimpey/Gentry II (the "Declarant"), whose address is 801 Threadneedle, Suite 101, Houston, Texas 77079, is the owner of all the certain real property containing _____ acres of land (more or less) situated in Harris County, Texas and more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, Declarant desires to impose upon the Property certain easements, covenants, conditions and restrictions in accordance with a uniform plan to insure the orderly development and use of the Property for commercial and/or industrial development so as to insure its proper development and use, including among other things, encouragement of the erection of attractive improvements at appropriate locations on the Property, establishment and maintenance of proper setbacks from streets, and, in general, provision for a high type and quality of improvement and use of the Property in accordance with the foregoing purposes for the benefit of the Property and all present and future owners thereof;

NOW, THEREFORE, Declarant hereby certifies and declares that the Property shall hereafter be held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to and in accordance with the general plan of development and the easements, limitations, covenants, conditions and restrictions set forth in this Declaration, all of which are hereby imposed upon the Property and declared and agreed to be in full force and effect as a uniform plan for the improvement, development, sale and use of the Property. The covenants, conditions, restrictions, charges, easements and liens herein set forth shall run with the land and shall be binding upon and inure to the benefit of and be a burden on any purchaser, grantee, owner, lessee or mortgagee of any portion of the Property and any other person or entity having any right, title or interest therein and upon their respective heirs, executors, administrators, devisees, personal and legal representatives, successors and assigns. Every purchaser, grantee, owner, lessee or mortgagee of any portion of the Property and any other person or entity having any right, title or interest therein or hereof, for themselves and for their respective heirs, executors, administrators, devisees, personal and legal representatives, successors and assigns, agrees by acquiring title to any portion of the Property to be bound by the terms, covenants, restrictions and conditions of this Declaration.

ARTICLE I. DEFINITIONS

Each of the following words and phrases shall, in this Declaration, have the respective meanings set forth below, unless a contrary meaning shall, by context, be clear and evident.

1. "APPROVING AGENT" shall mean and refer to the individuals from time to time appointed pursuant to Article IV hereof to administer and enforce the covenants, conditions and restrictions created by this Declaration and to perform such other duties as provided in this Declaration.
2. "ARTICLES" shall mean the Articles of Incorporation of the Association and any amendments thereto.
3. "ASSOCIATION" shall mean and refer to Aberdeen Commercenter Owners Association, Inc., a Texas non-profit corporation, and its successors and assigns.
4. "BOARD OF DIRECTORS" or "Directors" shall mean and refer to the Board of Directors of the Association.
5. "BYLAWS" shall mean the Bylaws of the Association and any amendments thereto.
6. "COMMON AREA" shall mean all real property owned by the Declarant and/or Association specifically designated for the common use and enjoyment of the Owners.
7. "DECLARANT" shall mean and refer to Wimpey/Gentry II, a Texas general partner; ip composed of Gentry Construction Company, Inc. (a California corporation, qualified to do business in the State of Texas, and also doing business under the name of "The Gentry Company") and George Wimpey of Texas Inc. (a Texas corporation), as general partners, its successors and assigns.
8. "DECLARATION" shall mean and refer to this instrument as the same may be amended from time to time in accordance with the provisions hereof.
9. "GROUND LEASE" shall mean and refer to any written agreement creating a leasehold estate in a Lot or portion of the Property (without regard as to whether such lease shall also pertain to any improvements located on such portion of the Property).
10. "GROUND LESSEE" shall mean and refer to any person or entity who has leased a Lot or portion of the Property pursuant to a Ground Lease.
11. "IMPROVEMENT(S)" shall mean and refer to improvements of any nature whatsoever on the Property, including, but not limited to, buildings, outbuildings, driveways, curbs, sidewalks, parking areas, loading areas, fences, walls, hedges, landscaping, earth berms, poles, signs, exterior lights and lighting and any structures or other improvements of any type or kind.
12. "LOT" shall mean and refer to each of the individually numbered tracts of land being out of the Property and being more particularly identified and described in Exhibits B-1 through and including B-13 attached hereto. The undivided percentage interests of the Owner of each Lot in the Common Area shall be as set forth in Exhibit C attached hereto.

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13. "MEMBER(S)" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

14. "OWNER(S)" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or portion of the Property and shall also include any Ground Lessee under any Ground Lease but exclude those having any interest in any Lot or portion of the Property merely as security for the performance of an obligation unless and until such secured party has acquired fee simple title to such Lot portion of the Property or becomes a Ground Lessee thereof pursuant to foreclosure or any proceeding in lieu of foreclosure.

15. "PROPERTY" shall mean and refer to the real property described on Exhibit A attached hereto and any other real property made subject to this Declaration as herein provided.

16. "SUPPLEMENTAL DECLARATION" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the plan of this Declaration under the authority provided in this Declaration.

ARTICLE II. EASEMENTS AND MINERALS

1. ESTABLISHMENT OF EASEMENTS. Declarant reserves the right, without the necessity of joinder of any Owner or other person or entity (and each and every Owner, by its acceptance of a deed or Ground Lease covering any portion of the Property, hereby grants to Declarant the right), to grant, dedicate, reserve or otherwise create, at any time and from time to time, in, on, under, across, above or through the Property easements for public utility purposes including, without limitation, gas, electricity, water, sanitary sewer, telephone and drainage in favor of any person or entity furnishing or to furnish utility services to the Property in, on, under, across, above or through the Property; provided, however, as to a portion of the Property owned by an Owner, any such easement shall be restricted, unless that Owner consents in writing otherwise, to the area of that portion of the Property lying within the Common Area or the building setback lines established hereunder.

In addition, Declarant contemplates that certain streets may be installed upon the Property for the non-exclusive private use of the Owners, their respective tenants, employees, invitees and guests, subject to the restrictions imposed by Declarant or the Association, pursuant to a street installation program approved by the appropriate governmental authority having jurisdiction thereof, and Declarant shall set aside right-of-way herefore. Until such time as the streets on the Property are constructed, and, if so constructed are accepted (if ever) in writing by the appropriate governmental authority having jurisdiction thereof, they shall be private streets owned by the Declarant until such private streets are transferred to the Association, whereupon the Association shall be the owner thereof. Declarant further contemplates the installation of certain utility facilities to serve the Property and the granting of easements therefor. Declarant reserves the right to dedicate or otherwise create from time to time the rights-of-way and easements for such streets and utility facilities without the joinder of any Owner unless the easement or right-of-way to be dedicated or otherwise created is to be situated upon a portion of the Property (a) owned by an Owner other than Declarant or (b) lying outside of a setback line, in either of which events such Owner's joinder shall be required and shall be given without unreasonable delay by such Owner, in connection with the installation of such facilities. Declarant hereby reserves, and each Owner shall be deemed to have granted, a temporary construction easement over and across its Lot and/or the Property to such extent as may be necessary to commence and complete the construction and installation of such facilities, the duration of such easement to be limited to the period necessary to complete such construction and installation plus an additional one hundred twenty (120) days or until the dedication (if any) of such streets is accepted by the governmental authority having jurisdiction thereof; provided, however, Declarant, its agents or independent contractors performing such work shall not unreasonably interfere with the activities and operations of an Owner on its Lot.

2. TITLE TO EASEMENT ESTATES AND APPURTENANCES NOT CONVEYED. Title to any portion of the Property conveyed by Declarant by deed or other conveyance shall not be held or construed in any event to include the title to any easement estates or appurtenances thereto in, on, above, across, under or through the Property within the utility easements from time to time existing on or in any utility or drainage easement or any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any portion of the Property and the transfer of the right to install, maintain, operate, repair, remove, 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 and may be transferred and assigned by Declarant.

3. INSTALLATION AND MAINTENANCE. It shall be expressly permissible for the utility companies and other entities supplying utility service to the Property to install and maintain, at their cost, pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto in, on, above, across, under or through the Property within the utility easements from time to time existing on the Property and from service lines situated within such easements to the point of service on or in any structure located on the Property. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install, operate, repair, remove and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property within the 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 situated within the boundaries of the Property. Notwithstanding anything contained in this paragraph to the contrary, no sewer, electrical lines, water lines or other utilities appurtenances thereto may be installed or relocated on the Property until approved in writing by Declarant, or if Declarant no longer owns any of the Property, by the Association. The utility companies furnishing services to the Property or any portion thereof shall have the rights granted to them in the instruments (if any) executed by Declarant further evidencing such easements, including the right in connection with the valid exercise of their rights under the instruments creating the easement to remove and replace all trees and other shrubbery situated within the utility easements from time to time existing, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

4. EMERGENCY AND SERVICE VEHICLES. A non-exclusive easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal services and other service vehicles, and to the operators thereof, to enter upon the Property in the performance of their respective duties. Further, an easement is hereby granted to Declarant and the Approving Agent and their respective officers, agents, employees and management personnel to enter upon the Property to exercise any of their respective rights hereunder.

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ARTICLE III. RESTRICTIONS

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1. USE OF LOTS. Subject to the covenants, conditions and restrictions set forth in this Declaration, each Lot and the

Improvements located thereon shall be used only for light manufacturing, storage, wholesale, office, office park, retail laboratory, professional or research and development activities and the activities of Owner in regard to such uses shall be confined to the interior of the Improvements on such Owner's Lot. There shall not be permitted, including, without limitation, any junk or salvage yard, manufacturing of paper, factories, foundries, slaughterhouses, lanneries, dairies, rendering plants, car lots, canneries, barns, stables, cemeteries or any other use which will be offensive to the other Owners by reason of odor, fumes, dust, smoke, bright lights, noise, visibility, electro-mechanical or electro-magnetic disturbances, radiation or pollution or will be hazardous by reason of danger of fire or explosion or that causes or produces a nuisance as to any other portion of the Property or the area surrounding the Property. In addition to the permitted uses herein identified, the written determination by Approving Agent in its sole discretion that a particular use is not prohibited shall be determinative that such particular use is permitted for all purposes hereof and shall be binding upon all Owners.

2. USE OF COMMON AREA. The Common Area shall be improved and used only for (a) vehicular parking; (b) vehicular and pedestrian movement to and from, as well as within, the Property; (c) landscaping and related improvements for the beautification of the Property; (d) the installation of utilities for the Property; and (e) the construction of such additional common-use improvements and for such additional common-use purposes (i.e., Trash Bins, Postal Boxes, Utility Transformers, etc.) as the Board of Directors and/or the Approving Agent may hereafter authorize in writing.

3. RESTRICTIONS ON CONDUCT OF BUSINESS. The permitted uses described in paragraph 1 of this Article III shall be conducted under the following conditions:

(A) NOISE. No facility shall produce noise at such levels as will be offensive to Owners of adjoining Lots or portions of the Property or to any Owner of a Lot or portion of the Property.

(B) VIBRATION. Equipment creating earthshaking or other vibrations shall be so located and mounted within the Improvements on a Lot as to eliminate vibration hazard or nuisance beyond the boundary lines of the Lot on which such equipment is situated.

(C) SMOKE. No facility on any Lot shall discharge into the atmosphere any air contaminant producing a public nuisance or hazard.

(D) TOXIC OR NOXIOUS MATTER. No facility on any Lot shall discharge into the sewer system, storm drain or across the boundary lines of the Lot, any toxic or noxious matter in such concentration as to be detrimental to or endanger the public health, safety or welfare or cause injury to or damage to surrounding property or business.

(E) ODOROUS MATTER. No facility on any Lot shall emit offensive odorous matter or fumes in such quantity as to be readily detectable on any point along the boundary lines of the Lot.

(F) FIRE AND EXPLOSIVE HAZARDS. Storage, utilization or manufacture of combustible materials on any Lot shall be housed within completely enclosed buildings of incombustible construction approved in writing by Approving Agent. City of Houston Building Inspector, City of Houston Fire Department and any other agency or body having jurisdiction over such matter. Such buildings shall be protected by an automatic sprinkler system complying with the National Fire Protection Association standards. Use or storage of materials which produce flammable or explosive vapors or gases under ordinary weather conditions and temperatures shall not be permitted on any Lot except where required for emergency equipment or except where incidental to a principal operation of a permitted use hereunder, such as paint spraying, which use or storage of such materials shall be approved in writing by Approving Agent, Houston Building Inspector and Houston Fire Department and any other agency or body having jurisdiction of such matter. The Owner of any such Lot where such materials are used or stored shall, at its cost, maintain insurance of a nature and in an amount and with insurance carriers acceptable to the Approving Agent and the Association, and shall annually deliver evidence thereof to Approving Agent and the Association. Such Owner shall, in writing, indemnify and hold harmless the Association, the Property, the other Owners and the other Lots from and against any and all losses, damages, claims, expenses, causes of action and liabilities arising out of or in connection with the storage or use of such combustible materials on any such Lot.

(G) GLARE OR HEAT. Any operation conducted from a Lot producing intense glare or heat shall be performed within the enclosures of the Improvements on such Lot as not to allow such glare or heat to emanate beyond the boundary lines of the Lot and so as not to create a public or private nuisance or hazard.

(H) AIR AND WATER POLLUTION. No facility or operation on any Lot shall discharge into the air or water pollutants or contaminants sufficient to create or that might create a nuisance, and no operation on any Lot which by its nature is likely to cause air or water pollution shall be undertaken or permitted on any Lot unless there is available an adequate method of controlling the emission of pollutants and contaminants and such controls are installed and applied at the cost of the Owner of such Lot prior to the operation of the business on the Lot. The Owner of such Lot equipped with such pollution and contaminant controls shall, at its cost, maintain insurance of a nature and in an amount with insurance carriers acceptable to the Approving Agent and the Association, and shall annually, at least ten (10) days prior to the expiration of such insurance, deliver evidence thereof to the Approving Agent and the Association. Such Owner shall, in writing, indemnify and hold harmless the Association, the Property, the other Owners and the other Lots from and against any and all losses, damages, claims, expenses, causes of action and liabilities arising out of or in connection with the operation of a business equipped with such pollution and contaminant controls.

4. (A) APPROVAL REQUIRED FOR IMPROVEMENTS. Except for Improvements initially constructed upon any Lot or portion of the Property by Declarant, no buildings, fences, exterior signs, structures, walls, parking facility, landscaping or other improvements shall be constructed, alterations, modifications, changes or additions thereto made on any Lot or the Common Area, except pursuant to plans and specifications first approved in writing by the Approving Agent as to the integrity of the structures to be constructed, the work to be performed and the conformity thereof with the covenants, conditions and restrictions of this Declaration. The requirement of approval set forth in this paragraph is in addition to, and not in substitution of, any and all other restrictions, covenants, conditions and herein contained or which may be required by applicable rule, regulation, law, ordinance or code. Prior to the submission of final plans and specifications by an Owner to Approving Agent, preliminary plans and specifications shall be submitted to the Approving Agent for its preliminary approval. All final plans and specifications hereafter submitted must be submitted over the signature of the Owner and must be complete at the time of submission and in accordance with the preliminary plans and specifications as approved by the Approving Agent in writing with requested changes. The final submitted plans and

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specifications (in duplicate complete sets) shall specify, in such form and detail as Approving Agent may reasonably require, among other things, the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location and structural detail and elevations of the improvements or alterations hereto proposed to be constructed, placed, erected or maintained upon a Lot and such additional matters and information to show Owner's manner of compliance with this Declaration and the effect of such improvements or alterations on the structure of any improvements constructed by Declarant and its Common Area. Approving Agent shall also have the right to approve, among other installations affecting the appearance of the Lot and Property, the location and composition of driveways, sidewalks, drainage facilities, fountains, statuary and outdoor lighting or modification, addition or change to improvements not constituting improvements constructed by Declarant. No construction, modification, addition or change to improvements which are not improvements initially constructed by Declarant shall be commenced prior to written approval by the Approving Agent of the final plans and specifications therefor. Among other items, Approving Agent shall have the right to approve for (f) improvements which are not initially constructed by Declarant or (g) modifications, additions or changes to such improvements, the location and situation of any such building, structure, fence, wall, facility or other improvement or landscaping on the Lot, and the harmony of exterior design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, streets and topography (including the orientation of the front and rear of any such building with respect to the boundary lines of the Lot). In the event Approving Agent fails in writing to approve or disapprove such plans and specifications within sixty (60) days after the required final plans and specifications have been submitted by an Owner to it, approval shall be deemed to have been granted by Approving Agent and the provisions of this subparagraph 4(a) of Article II will be deemed to have been satisfied; provided, however, that the failure of Approving Agent to approve or disapprove such final plans and specifications within such sixty (60) day period shall not operate to permit any improvement to be commenced, erected, placed, constructed or maintained on the Lot in a manner inconsistent with any of the provisions of this Declaration. Without limitation of the powers herein granted, Approving Agent shall have the right to specify in writing a limited number of acceptable exterior materials and/or finishes and colors that may be used in the construction, alteration, or repair of any improvement. Approving Agent shall also have the right to specify in writing as to (f) improvements which are not constructed by Declarant or (g) modifications, additions or changes to such improvements, requirements which are additional to those set forth on the recorded plat of the Property, including (without limitation) the following: minimum setbacks; maximum height above ground of buildings and other structures; the location, height and extent of fences, walls or other screening devices; the orientation of the structure on the Lot with respect to access, major entry and frontage; and the location, nature and extent of landscaping with respect to the Lot. Approving Agent shall have full power and authority to reject, in the sole judgment of Approving Agent, any plans and specifications that do not comply with the covenants, conditions and restrictions herein imposed or meet its minimum construction or architectural design requirements as disclosed in writing to an Owner or that might not be compatible with the overall character and aesthetics of the development of the Lots and the Common Area. In connection with approval or disapproval of or failure to approve any such plans and specifications as required by this Declaration, Approving Agent shall not have any liability to any Owner or third party for any action or inaction, including, without limitation, any mistake in judgment, negligence or nonfeasance by Approving Agent. Once approved in writing, or deemed approved, by Approving Agent, such final plans and specifications shall not be modified without the prior written consent of Approving Agent.

(B) VARIANCES. This Declaration contains a number of provisions wherein Approving Agent expressly reserves or is granted the authority to permit, consent to or approve a variance from the specific requirements or effect of a particular covenant, condition or restriction set forth in this Declaration; but such reservation or grant to Approving Agent is herein made without any express or implied obligation to grant a variance to any Owner or any express or implied right to an Owner to be granted a variance by Approving Agent. In connection with any request for variance, Approving Agent may require the submission to it of such documents and items (including, as examples, but without limitation, a written request for and description of the variance requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate. In connection with its consideration of a request for a variance, if Approving Agent shall approve such request for a variance, Approving Agent shall evidence such approval, and grant its permission for such variance, only by written instrument approved and signed by Approving Agent, addressed to the Owner of the Lot relative to which such variance has been requested describing the applicable covenant(s), condition(s) and restriction(s) and the particular variance(s) requested, expressing the decision of Approving Agent to permit the variance and describing (when applicable) the conditions (which may be affirmative and/or negative in nature) on which the variance has been approved. 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 Approving Agent; or (b) failure by Approving Agent to approve the request for variance within sixty (60) days following its submission. In connection with granting or refusing to grant a variance from the provisions of this Declaration, Approving Agent shall have no liability to any Owner or third party for any action or inaction by Approving Agent, including without limitation, any mistake in judgment, negligence or nonfeasance by Approving Agent relative thereto. Once approved in writing by Approving Agent, such variation shall not be modified without the prior written consent of Approving Agent. Variances granted by Approving Agent shall not require and shall not be subject to the consent, permission or approval of any other Owner or any other person or entity.

5. STORAGE AREA. No open storage (including, without limitation, the keeping of articles, goods, inventory, materials, incinerators, trash bins, storage tanks or other equipment) shall be permitted on any Lot or within the Property.

6. SIGNS. No billboards or outdoor advertising will be permitted by an Owner or tenant thereof, except billboards or outdoor advertising by Declarant for sales and marketing activities. All sign frames shall be of standard size, type, content, material, location, number, placement and design as established in writing by Approving Agent and shall be designated as an integral element in the architectural design of the facility. Sign frames as designated by Approving Agent will be provided by the Declarant (or if the Declarant no longer owns any interest in the Property, by the Association) to Owners at no charge. All electrical service and the graphic portion of the sign shall be, with the prior written consent of Approving Agent, designed and installed at the cost of the Owner. No sign, either temporary or permanent, placed upon any portion of any Lot or the Property shall contain or utilize any flashing, blinking, intermittent or moving light or source of illumination, or any moving characters, and no sign shall create or attempt to create or simulate the effect of any flashing, intermittent, or moving light or source of illumination by mechanical or other means or any moving characters. No sign shall be painted on any building wall. Signage offering a portion of the Property for sale or lease shall be approved in all respects in writing by the Approving Agent prior to erection. Any signage erected on the Property shall be well-maintained by and at the cost of the Owner thereof at all times.

7. BUILDING SET BACKS. No building or other structure or improvement shall be located or erected on any portion of the Property between the streets affecting the Property and the building setback lines affecting the Property, except for driveways and sidewalks approved in writing by Approving Agent. Setback lines from any street adjacent to and contiguous with the exterior boundaries of the Property and from any interior street located within the exterior boundaries of the Property shall be as set forth in the recorded parcel map of the Property.

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8. LANDSCAPING. All open, unpaved spaces within the Common Area shall be planted and landscaped in accordance with a landscaping and sprinkler system scheme initially planned and implemented by Declarant as the same may be amended from time to time by the Association with the written approval of Approving Agent. Maintenance and replacement of such landscaping shall be a common expense of the Association.

9. PARKING. The Association shall provide and shall maintain in good condition, at its expense, paved (with either concrete or asphalt) off street parking facilities as designated by the Declarant (or by the Association if the Declarant no longer owns an interest in the Property).

Approving Agent shall retain, and hereby reserves to itself, the right to regulate and control the traffic pattern on streets within the Property and the location of entrances and exits (if any) from individual Lots and the Common Area onto such streets unless and until such rights and controls become the legal responsibility of the governmental body having jurisdiction thereof.

10. ANIMALS. No animals of any kind shall be kept on any Lot or the Property or in any building or other enclosure on any Lot or the Property without the prior written approval of Approving Agent.

11. GARBAGE AND REFUSE DISPOSAL. All rubbish, trash, garbage, debris and other wastes (including paper) shall be stored, handled, removed and disposed of promptly, and in a sanitary manner and shall be adequately screened at all times in a manner approved in writing by Approving Agent.

12. LOADING AND MECHANICAL FACILITIES. Any loading docks, mechanical equipment, garbage collection or other service facilities must be adequately screened at all times in a manner approved in writing by Approving Agent and shall be located in a manner acceptable to and approved in writing by Approving Agent.

13. OIL AND MINING OPERATIONS. No oil drilling or development operations, oil refining, quarrying, or mining operations of any kind shall be permitted by any Owner or any person claiming by, through or under any Owner upon or within any Lot or any portion of the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any Lot or any portion of the Property by any Owner or any person claiming by, through or under any Owner. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or any portion of the Property by any Owner or any person claiming by, through or under any Owner.

14. AUXILIARY STRUCTURES; UNDERGROUND UTILITIES. Prior to commencement of erection, construction, placement or maintenance of any water towers, storage tanks, processing equipment, cooling towers, communication towers, vents or other auxiliary apparatus or equipment, or any other similar structures or equipment visible from or affecting the exterior of the Lot or improvements thereon, any such items shall be approved in writing by Approving Agent as being architecturally compatible with the development of the Property, and such structures or equipment shall be effectively shielded by an architecturally sound method approved in writing by Approving Agent.

No pipe, conduit, cable or line for water, gas, sewage, drainage, steam, telephone, electricity or any other energy or service shall be installed or maintained (outside of any improvements) on, under or above the surface of the ground within the Property, unless first approved in writing by Approving Agent.

15. OWNER'S RESPONSIBILITIES. Except for items which are the responsibility of the Association as hereinafter set forth in Section 16 of this Article 11, all improvements on each Lot, including, but not limited to, the foundation, walls, roof (including drainage), air conditioning equipment, plumbing outlets into the Lot, electrical wiring within the walls, glass maintenance, windows, sliding glass doors, doors, signs, and locks shall be, from and after the conveyance of the Lot from Declarant to Owner, regularly maintained, painted, repaired (including replacement where required) in good, slightly and well-kept order, repair and condition by the Owner thereof. The expense of such maintenance and repair shall be the obligation of the Owner. In addition, Owner shall be liable for any excess of maintenance and/or repair to the Common Area or facilities in, on, under or above the Common Area, for which such Owner's actions or inactions (or those of the occupant of Owner's Lot) are a contributing factor to the need for such maintenance and/or repair.

If the grounds and improvements on each Lot are not in the sole opinion of the Approving Agent maintained in accordance with all of the requirements of this Declaration, the Approving Agent shall have the right (but not the obligation) after ten (10) days' prior written notice to any occupant of the Lot or the Owner thereof if there is no occupant, to enter upon the Lot to perform the required maintenance and repair. One hundred fifty percent (150%) of the expense of such maintenance and repair (including costs incurred by Approving Agent in connection therewith, including, without limitation, attorneys' fees) shall be a joint and several personal obligation of the Owner and all occupants of the Lot, the payment of which expense shall be secured by a lien hereby retained on the Lot, which lien shall be subordinate to any purchase money, interim or permanent financing secured by the Lot and shall be payable upon the demand of the Approving Agent. Any amount not paid upon demand shall bear interest at the maximum non-usurious rate per annum allowed by the applicable laws of the State of Texas or the United States of America, shall be treated as an assessment as described in Article VI, Section 1 hereof and shall entitle the Approving Agent to all the remedies at law or in equity for an unpaid assessment. Entry upon a Lot by the Approving Agent or its agents for the purpose of maintenance and repair shall not be a trespass, and the Owner and all occupants of the Lot shall be deemed to have consented thereto and waived any claims with respect thereto.

16. RESPONSIBILITIES OF ASSOCIATION. The Association shall be responsible for maintaining the Common Area and all landscaping and structural improvements thereto in good, clean and attractive order and repair; using its best efforts to cause the appropriate utility company to provide the Common Area with water and other utility services as required, including maintenance thereof (although neither the Association, Declarant or the Approving Agent shall be liable to any Owner or to occupants of a Lot for any interference of any utility service); to provide individual Lots with water and sewerage connections to a boundary line of the Lot; and to maintain and paint exterior walls of buildings in the Common Area, all curbs, gutters, sidewalks, paved parking areas, parking strips and related Common Area improvements as such maintenance is required in order to preserve the utility and attractiveness of the Property. The Association shall not be responsible for maintaining or repairing sewer, water or other utility lines or facilities on any individual Lot or within common walls, if any, or within the Common Area if Owner's actions or inactions (or those of the occupant of Owner's Lot) are a contributing factor to the need for such maintenance or repair, or for maintaining or repairing the improvements on a Lot or any doors, windows, signs, locks, roofs, walls and any additions such as air conditioning units, on any improvement to any Lot. To the extent maintenance or repair is required on any such items on individual Lots or within the Common Area as herein specified, the cost of such maintenance or repair shall be borne by the OWNER OF THE LOT RESPONSIBLE THEREFOR, AND IF SUCH RESPONSIBILITY IS NOT MUTUALLY AGREED UPON BY THE INDIVIDUAL OWNER OF THE LOT INVOLVED, THEN THE BOARD OF DIRECTORS SHALL ACT AS THE ARBITRATOR OF SUCH DISPUTE AND ITS DECISION SHALL BE BINDING AND CONCLUSIVE ON ALL PARTIES.

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17. COMPLIANCE WITH LAW. All improvements constructed on any Lot and the use of any Lot by each Owner and occupant thereof shall strictly comply with and conform to this Declaration and all rules, regulations, ordinances, laws, codes and requirements of applicable governmental authorities.

ARTICLE IV. ADMINISTRATION OF RESTRICTIONS

1. ESTABLISHMENT OF APPROVING AGENT.

(A) An Approving Agent shall be established and designated by Declarant and shall initially consist of the following three (3) persons: John D. Fischer, Mark McAllen and Edward F. Oliver. So long as Declarant retains any interest in the Property, the members of the Approving Agent shall be appointed from time to time and may be removed at any time in writing by Declarant, provided, however, that Declarant may at any time release in writing to the Directors Declarant's right to appoint and remove any or all of the persons serving as the Approving Agent. In such event, Declarant shall take the actions set forth in subparagraph (b) of this paragraph 1 to enable the Board of Directors to select individuals to serve as the Approving Agent. If at any time, Declarant shall fail to cause the Approving Agent to be in existence for a period longer than thirty (30) consecutive days, then members of the Approving Agent shall be appointed or removed by the Board of Directors, or if the Board of Directors fails to cause the Approving Agent to be in existence, the members of the Approving Agent shall be appointed or removed by the written consent of Owners of record of fifty-one percent (51%) of the number (not square footage) of all the Lots.

(B) At such time as Declarant no longer retains any interest in the Property, or Declarant determines it no longer desires to control the appointment or removal of the individuals acting as Approving Agent, it shall within sixty (60) days after said event or determination, send written notice to each Owner and each member of the Board of Directors notifying the Owners and Directors that Declarant will no longer supervise the appointment or removal of the individuals serving as Approving Agent. It is necessary to confirm or redesignate the individuals acting as Approving Agent, such notice shall further state the time and place for a meeting of the Board of Directors to be held not less than two (2) nor more than thirty (30) days following the date the notice from Declarant to the Owners and Directors is deposited in the United States mail, postage prepaid. Declarant shall attend the noticed meeting and the members of the Board of Directors present at the meeting shall confirm or select, as appropriate, three (3) individuals to serve as the Approving Agent. The Board of Directors shall thereafter also have the right to establish, vote upon and approve such rules and regulations (which shall be consistent with this Declaration) as it deems necessary or appropriate to control the activities of Approving Agent, including the appointment and removal of all or any of its members.

(C) Any right and duty of Declarant to supervise the enforcement of the covenants, conditions and restrictions created herein, to the extent Approving Agent does not have the right hereunder to enforce the covenants, conditions and restrictions, shall cease upon delivery by Declarant to the Owners and Directors of the notice as provided in subparagraph (b) of this Paragraph 1 or, if applicable, upon commencement of the meeting therein referenced, and at such time, the Directors shall succeed to any right and duty of Declarant, as herein set forth and limited, to supervise the enforcement of the covenants, conditions and restrictions.

2. FUNCTION OF APPROVING AGENT. It shall be the function of Approving Agent to review plans and specifications for improvements not initially constructed by Declarant and modifications, additions and changes thereto to be placed on any Lot or portion of the Property, to hear requests for and grant or deny variances from this Declaration, and to interpret and administer the provisions of this Declaration. The authority to accomplish each of the foregoing functions is hereby vested in Approving Agent, and it shall have the exclusive right to grant approvals required by this Declaration and to waive or vary in writing the covenants, conditions and restrictions of this Declaration in particular respects whenever in its opinion such waiver or variance will not be detrimental to the Property, the Owners and the development of the Property and Lots.

3. INSPECTION. Approving Agent or its agents may at any reasonable time enter upon, and after reasonable prior notice (verbal or written) to the Owner or occupant thereof, inspect and report upon any portion of the Lot or improvements thereon for the purpose of ascertaining its maintenance condition or compliance by such Owner with the provisions of this Declaration, and neither Approving Agent nor any member or agent thereof shall be deemed guilty of any manner of trespass for such entry or inspection, each Owner or occupant waiving any claims in connection therewith.

ARTICLE V. THE ASSOCIATION

1. PURPOSE OF ASSOCIATION. The Association shall be created as a non-profit corporation under the laws of the State of Texas under the name of "Abadeen Commercial Owners Association, Inc." to (a) own and pay all applicable taxes imposed on the Common Area; (b) provide management, maintenance, repair and preservation of the Common Area; and (c) to the extent not hereunder controlled by Approving Agent, provide architectural control of the Common Area and Lots through the Board of Directors when the Declarant (to the extent, if any, Declarant has control) ceases to exercise such control, all as more specifically set forth in this Declaration and the Bylaws as the same may be amended from time to time and any rules and regulations from time to time adopted by the Board of Directors of the Association.

2. MEMBERSHIP. Every Owner shall be a Member of this Association. The transfer of title to any Lot shall automatically transfer the membership appurtenant to such Lot to the transferee of that particular Lot, without the necessity of documentation or other action by any person, and such membership in the Association cannot be severed from and transferred apart from the Lot. The Directors may require that any person acquiring a Lot shall notify the Association in writing of such acquisition so as to facilitate accurate record keeping of the membership of the Association.

3. VOTING CLASSES. The Association shall have two (2) classes of voting members:

CLASS A. Class A members shall be all Owners with the exception of Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned by such Owner.

CLASS B. Class B member shall be the Declarant and the Class B member shall be entitled to four (4) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership upon the conveyance by the Declarant of ninety percent (90%) of the number of Lots within the Property; provided, that upon annexation of additional property under the terms and of this Declaration, the Class B membership and voting rights shall apply to each lot owned by Declarant in such annexed property.

When more than one (1) person holds an interest in any Lot all such persons shall be members. The vote for such Lots, however, shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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4. CUMULATIVE VOTING. Cumulative voting is permitted only for the election and removal of members of the Board of Directors and for no other matters.

5. COMMON AREA CONTROL. Except as otherwise expressly provided herein or in the Bylaws, the Association acting through its Board of Directors and officers shall have the sole and exclusive right and duty to manage, operate, control, repair, replace or restore all of the Common Area or any portion thereof, together with the improvements, trees, shrubbery, plants and grass thereon, all as more fully set forth in this Declaration, the Articles and the Bylaws.

6. ESTABLISHMENT OF RULES. The Board of Directors shall have the right to adopt in writing reasonable rules and regulations not inconsistent with the provisions contained in this Declaration, and to amend the same in writing from time to time, relating to the use of the Common Area and the improvements situated thereon by Owners and by their tenants, employees or guests, including, without limitation, rules relating to the conduct of such persons with respect to automobile and other vehicular parking, disposal and storage of waste materials, and other activities which, if not so regulated, might detract from the appearance of the Property or offend or cause inconvenience or danger to other Owners, occupants, employees, or other persons present on the Property or any portion thereof. Such rules and regulations may provide that violations of their rules, regulations or the provisions of this Declaration may subject the liable person or the Owner responsible therefor to a fine or other charge according to a schedule adopted in writing by the Board of Directors, and that any Owner whose occupant has property on the Common Area in violation of any rules or regulations may be assessed a charge to cover the expense incurred by the Association in removing such property and storing or disposing thereof if the Association should elect to take such action.

7. RIGHT OF ENTRY. As set forth in this Declaration, the Board of Directors or its agents shall, without liability, either criminal or civil, for trespass, have the right to enter upon any Lot to the extent such entry is necessary in the sole opinion of the Board of Directors to perform any required maintenance or repairs which an Owner has failed to perform, or for any other purpose reasonably related to the performance by the Board of Directors of its responsibilities under the terms of this Declaration or the Bylaws.

8. NO PERSONAL LIABILITY. In discharging its duties and responsibilities, the Board of Directors acts on behalf of and as representative of the Association which acts on behalf of and as representative of the Owners. No member of the Board of Directors shall be personally liable to the Owners, the Declarant, the Approving Agent or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment, negligence or nonfeasance arising out of or in connection with the duties of the Board of Directors hereunder, and under the Bylaws), except for willful misconduct. The Association shall indemnify and hold harmless the Directors, officers of the Association, and their respective heirs, executors and legal representatives, against all contractual and other liabilities to others arising out of (i) contracts made by the Directors or officers of the Association on behalf of the Owners, or (ii) acts or omissions of the Directors or officers of the Association or arising out of their status as Directors or officers of the Association, unless any such contract, act or omission constitutes willful misconduct. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or officer may be involved by virtue of being or having been such Director or officer; provided, however, that such indemnity shall not be operative with respect to: (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such Director or officer; or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board of Directors, there is no reasonable ground for such person being adjudged liable for willful misconduct in the performance of his duties as such Director or officer.

9. LIABILITY INSURANCE. The Association's sole responsibility for insurance with respect to the Property shall be to maintain general liability insurance for bodily injury and property damage with the Association and Declarant (as long as Declarant owns any interest in the Property) named as co-insureds, written through a qualified company licensed to transact business in the State of Texas, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence so as to help protect the Association against potential liability in connection with any bodily injury and/or property damage claim.

10. LIABILITY AND FIRE INSURANCE. The Association shall not have any responsibility for maintaining liability or fire insurance coverage on any structures or improvements on any Lot. It shall be the sole responsibility of each individual Owner to secure, and each Owner shall secure annually for his or her lot, (i) general liability insurance coverage for bodily injury and property damage in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00) for each occurrence and (ii) fire, extended coverage and all parts insurance coverages in an amount sufficient to pay the entire cost of repair or replacement of any structure or improvement on each Lot to its condition prior to damage by fire or other casualty. The liability and fire, extended coverage and all parts insurance policies shall be issued by qualified insurance companies authorized to issue the appropriate type of coverage and licensed to do business in the State of Texas which have been approved by the Board of Directors. A certificate of insurance shall be provided annually, at least ten (10) days prior to the expiration of such insurance, to the Board of Directors by each Owner evidencing the insurance coverage required to be maintained by each Owner pursuant to this Paragraph 10.

ARTICLE VI. ASSESSMENTS

1. THE MAINTENANCE FUND. All regular fees and assessments collected by the Association provided for in this Article VI, together with all funds collected by the Association from the regular fees and assessments imposed by all Supplemental Declarations (if any), shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Members for all or any of the following purposes, to-wit: the maintenance, preservation and upkeep of the Common Area, private street easement areas, parkways, easements, rights of way and any other areas provided by this Declaration or any Supplemental Declaration to be developed or maintained by the Association, such as landscaping, shrubbery, lawn sprinkler systems, streets and walkways and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes; mosquito and insect control (if any) within the Property; the maintenance of a security patrol (if any) or other security measures (if any) deemed appropriate by the Board of Directors; payment of legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, conditions and restrictions affecting the Property; payment of all reasonable and necessary expenses in connection with the collection and administration of any fees, charges and assessments provided herein or in the Bylaws; and doing such other things and taking such other actions as are necessary or desirable in the opinion of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners, it being understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

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In the event Declarant shall determine facilities for the common use and benefit of all the Owners which are situated on the property owned by Declarant but which has not been brought within the plan of this Declaration under the authority provided in this Declaration, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for repair, maintenance, upkeep, beautification, improvement or replacement of such common facilities as its Board of Directors shall determine in its sole discretion. Further, if all or any such common facilities situated on the property then not subject to the plan of this Declaration are for the use and benefit of persons or entities other than the Owners, the Association shall have the right and authority to enter agreements with other persons or entities enjoying the use and benefit of such common facilities (or their designee) in such instances and on such terms as the Board of Directors may deem appropriate and acceptable, obligating the Association to contribute, from the Maintenance Fund, a ratable portion of the amount necessary from time to time to provide for the repair, maintenance, upkeep, beautification, improvement or replacement of such common facilities, and providing for other agreements relative to the use and enjoyment of such common facilities (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereto.

The Association may, in its sole discretion, give one or more of the purposes for expenditures out of the Maintenance Fund set forth in this paragraph 1 preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members.

2. PAYMENT OF ASSESSMENTS. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, its successors or assigns in accordance with and as provided in the Bylaws of the Association approved by the Directors: (a) regular fees, assessments and charges for late payment thereof; and (b) special assessments for taxes, capital improvements and charges for late payment thereof, which special assessments are to be established and collected as provided in the Bylaws. Subject to paragraph 3 of this Article VI, the regular fee payable by each Owner to the Association shall be One Hundred Twenty-Five and No/100 Dollars (\$125.00) per month for each Lot owned by an Owner. The regular fees and assessments and any special assessments, together with late payment charges, interest, costs and reasonable attorney's fees, shall be a charge on the land, the payment of which shall be secured by a continuing and separate lien hereby retained upon the Lot and improvements thereon with respect to which each such payment or assessment is due for the benefit of the Association and each Member; such lien shall be subordinate and inferior to any purchase money, interim or permanent financing lien on the Lot. Each such regular or special payment or assessment, together with the late charges, interest, costs and reasonable attorney's fees due in connection therewith, shall also be the joint and several personal obligation of the person who is the Owner of such property at the time when the payment, assessment or other sums fall due and all occupants of the Lot at such time. The personal obligation of an Owner and all occupants of the Lot as herein set forth for delinquent assessments shall not pass to an Owner's bona fide and for value successors in title unless and until expressly assumed by them in writing but shall remain and continue as the personal obligation of Owner and all occupants of the Lot as herein set forth.

3. COLLECTION OF ASSESSMENTS. Both regular fees and assessments and special assessments may be collected on a monthly basis unless otherwise directed in writing by the Board of Directors to the Owners. The fees and assessments (both regular and special, if any) to be assessed against each Lot shall be in a uniform rate for each Lot regardless of building size situated on such Lot. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed or Ground Lease to any Lot, whether or not it shall be so recited in such deed or Ground Lease, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

4. COMMENCEMENT OF ASSESSMENT. Unless otherwise provided in writing by the Board of Directors, imposition of the regular fees and assessments referenced herein shall commence, and be payable in advance, as to all the Lots, on the first day of the calendar month following the conveyance of the first Lot out of the Property to an Owner, provided, however, that, upon the purchase of a Lot each Owner shall be obligated to pay to the Association the pro rata part of the regular fee assessed on such Lot which shall bear the same ratio to the full regular fee as the number of days remaining in the month of purchase bears to the number of days in such month and which regular fee shall be payable after the date of such purchase in equal monthly installments over the balance of the year of purchase and thereafter. The Board of Directors shall fix in writing the due dates of regular fees, charges for late payments and assessments against each Lot as provided for in the Bylaws. The Bylaws may provide for prepayment of such assessments (both regular and special, if any). Written notice confirming the amount of the regular assessment shall be sent to every Owner of a Lot upon the conveyance of the first Lot out of the Property. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid, or if not paid, the amount of such delinquency and other sums due as a result thereof.

5. ADJUSTMENT OF REGULAR FEE. The Board of Directors of the Association may decrease or increase the amount of the regular fee provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge shall become effective prior to the expiration of thirty (30) days from the date of its adoption; and each Owner subject to such assessment, shall after notice of such resolution, thereafter pay such adjusted regular fee to the Association on a timely basis. In the event the regular fee shall be increased by more than fifty percent (50%), the written consent or the vote of at least fifty-one percent (51%) of the Members must be given prior to the effective date of the resolution of the Board of Directors. No increase in the annual maintenance charge shall take effect retroactively. If any resolution of the Board of Directors which requires ratification as herein provided by the assent of the Members shall fail to receive such assent, then the amount of the regular fee last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Directors may decrease the amount of the annual maintenance charge without ratification by or assent of the Members of the Association.

6. LATE CHARGES AND INTEREST. Any fee, assessment or charge not paid within fifteen (15) days after the due date therefor shall bear a late charge for each month for which the payment is made later than the fifteenth (15th) day of such month at the rate or in the amount provided in the Bylaws and shall bear interest from the date due until paid at the maximum non-usurious rate allowed by applicable laws of the State of Texas or the United States of America; provided, however, if a late charge is deemed by a court of competent jurisdiction to be a charge for the use, detention or forbearance of money, in no event shall the cumulative effect of late charges plus interest exceed the maximum amount allowed by applicable usury laws in effect from time to time and any sum collected in excess of such usury ceiling shall be applied against any other sums due from Owner to the Association or returned to such Owner. If placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid by Owner to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing by Owner to the Association, as attorney's fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or foreclosure of such liens. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association. The Owner and occupant of each Lot shall be personally liable for all assessments, and the Association may bring an action at law against the Owner and occupant personally obligated to pay the same and/or foreclose the lien herein provided against the Lot as set forth in the Bylaws of the Association. No Owner or occupant may waive or otherwise escape liability for the fees and assessments provided for herein by non-use of the Common Area or abandonment of his Lot or any part thereof.

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7. **RELEASE OF LIEN.** In the event the delinquent fees, late charges or assessments and all other fees, late charges and assessments which have become due and payable with respect to the Lot, together with all costs (including, without limitation, attorney's fees) and interest which has accrued on such amounts due and owing are fully paid or otherwise satisfied prior to the completion of any sale held to foreclose the lien provided for in this Article VI, the Directors shall record, at the expense of such Owner, a release stating the satisfaction and release of such lien for such amounts owed and paid.

8. **FORECLOSURE.** Each lien securing payment of a fee, assessment or other charge may be foreclosed as and in the same manner as the foreclosure of a mortgage upon real property under the laws of the State of Texas, as amended from time to time, or may be enforced by sale pursuant to Article 3810 of the Texas Revised Civil Statutes, as the same may be amended from time to time, and to that end, a power of sale is hereby conferred upon Declarant until the Association is formed and thereafter upon the Association.

9. **SURVIVAL AND EXTINGUISHMENT OF LIEN.** Sale or transfer of any Lot shall not affect the fee, late charge and assessment lien provided for in this Article VI; provided, however, any foreclosure of any such superior lien as herein identified either by judicial sale or under the power of sale of any mortgage, deed of trust or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing such assessments and related charges and expenses which became due and payable prior to such foreclosure date, but no such foreclosure shall free any portion of a Lot from the liens securing assessments hereafter becoming due and payable, nor shall the liability of any Owner personally obligated to pay such assessments and related charges and expenses which becomes due prior to such foreclosure, be extinguished by any foreclosure.

10. **QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPH 5.** The quorum required for any action authorized by Paragraph 5 hereof shall be as follows: At the meeting called, with respect to Paragraph 5 of this Article VI, the presence at the meeting of Members, or of written proxies, entitled to cast sixty percent (60%) of all the votes of the membership of the Association shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting. Otherwise, the quorum requirements for any meeting shall be as stated in the Bylaws.

ARTICLE VII. PROPERTY RIGHTS OF OWNERS

1. **EASEMENT TO COMMON AREA.** Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and unseverable from and shall pass with the title to every Lot, subject to the following provisions:

(A) The right of the Association to charge reasonable fees for the use of any common-use facility which might at some time be situated upon the Common Area.

(B) The right of the Association to suspend or terminate the voting rights and right of use of the Common Area by an Owner during any period of time when the Owner has failed to pay fees, assessments or other charges levied by the Association or it is determined by the Board of Directors that the Owner is otherwise in breach of the obligations imposed upon it by this Declaration, the Bylaws or the rules and regulations from time to time adopted and promulgated by the Board of Directors.

(C) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors in its sole discretion.

(D) The right of the Association to promulgate rules and regulations to ensure reasonable use of the Common Area and any facility situated therein.

(E) Nothing contained in this Declaration shall be deemed to be a gift or dedication, express or implied, of all or any part of the Property to the public or for any public purpose or use. Any exclusive or non-exclusive right of use of the Property is a private right of use pertaining to only the Property, Common Area and Lots. Declarant expressly disclaims and each Owner expressly disclaims upon acquiring any Lot any intention of granting to, dedicating or otherwise creating in the public any right of or permission for public use (whether expressly or by implication) by virtue of acts or omissions or otherwise) in the Property, any Lot or the Common Area, unless expressly granted, dedicated or otherwise created in writing and filed in the Office of the County Clerk of Harris County, Texas.

2. **OWNERSHIP OF PERSONAL PROPERTY.** The personal property acquired by the Association (including, but not limited to: (a) that acquired in accordance with the Bylaws, and (b) funds acquired pursuant to the Article VI hereof) shall be owned by the Association. The transfer of such personal property by the Association pursuant to the Bylaws shall transfer title thereto free and clear of any claim on the part of any Owner.

3. **USE OF COMMON AREA.** Subject to the right of the Association to promulgate rules and regulations to ensure reasonable use of the Common Area and the provisions of paragraph 1 of this Article VII, the right of any Owner to utilize the Common Area shall extend to the tenants, employees, customers and other business guests and business visitors of each Owner.

4. **AUTHORITY OF DIRECTORS.** No Owner shall have the right without the express prior written approval of the Directors to exercise any of the powers or to perform any of the acts delegated to the Directors by this Declaration, the Bylaws, the Articles or the rules and regulations from time to time adopted and promulgated by the Directors.

5. **CROSS-EASEMENTS.** Each Owner, by acquiring ownership of a Lot, agrees on behalf of the Owner and the Owner's heirs, legal representatives, executors, administrators, grantees, tenants, mortgagees, successors and assigns that there shall be, and there are hereby created and granted, permanent easements through, over, around and under the Lot owned by such Owner, to the extent and only to the extent that footings or the foundation for the construction of the improvements on the adjacent Lots encroach upon the Owner's Lot. The easements hereby created shall be cross-easements and reciprocal easements between Owners of adjacent Lots.

117-ARTICLE VIII-267 PARTITION AND SEVERANCE
162-66-0868

169-78-1510

1. **NO PARTITION OF COMMON AREA.** Except as set forth in this Article VIII, the Common Area shall remain undivided, and there shall be no judicial partition thereof. Nothing herein contained, however, shall be deemed to prevent partition of a co-tenancy of a Lot.

2. **LIMITED PARTITION OF PROPERTY.** An action may be brought by any Owner for partition of the Property by sale of the entire Property, as if the Owners of all of the Lots in the Property were tenants in common in the entire Property in the same proportion as the Owners are obligated to pay regular and special assessments; provided, however, that partition shall be permitted only upon the showing that: (a) three (3) years after damage or destruction of the Improvements on the Property which renders a material part thereof unfit for its use prior thereto, the Improvements on the Property have not been rebuilt or repaired substantially to their state prior to the date of damage or destruction, or (b) that three-fourths (¾) or more of the Improvements on the Property have been destroyed or substantially damaged (or that three-fourths (¾) or more of the Improvements on the Property have been rendered unfit for their use prior thereto), and that Owners holding in the aggregate more than fifty percent (50%) of the voting power of the Association (as defined in the Bylaws and shown on the Association's records) are opposed to repair or restoration of the Improvements on the Property, or (c) that the Property has been in existence in excess of fifty (50) years, that it is obsolete and uneconomic, and that Owners holding in the aggregate more than fifty percent (50%) of the voting power of the Association (as defined in the Bylaws and shown on the Association's records) are opposed to repair or restoration of the Property.

3. **UNITY OF INTERESTS.** No Owner shall voluntarily or involuntarily sever one from the other, any of the component interests which composes Owners' Lot or Lots; provided, however, the restriction set forth in this paragraph 3 shall terminate at such time as the limited right to partition as set forth in Paragraph 2 of this Article VIII is exercised and consummated by the Owners.

4. **POWER OF ATTORNEY.** The Association is hereby granted an irrevocable power of attorney only to sell the Property for the benefit of all the Owners thereof when partition of the Owners' interest in the Property may be had pursuant to this Article VIII. The power of attorney herein granted is limited and special and may be exercised only by the President and Secretary of the Association upon the written consent of Owners holding in the aggregate at least fifty percent (50%) of the voting power of the Association (as defined in the Bylaws and shown on the Association's records).

ARTICLE IX. DAMAGE AND DESTRUCTION

1. **COMMON AREA.** If any portion of the Common Area is damaged or destroyed by fire or other casualty, then the Board of Directors shall, within one hundred eighty (180) days after the date of such destruction, contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specifications therefor or such modified plans and specifications as are decided upon by the Board of Directors and approved in writing by the Approving Agent. If the cost of repairing or rebuilding the Common Area exceeds the amount of available insurance proceeds, the Directors shall levy a special assessment on the Owners in accordance with the Bylaws to make up any deficiency between the total insurance proceeds available to repair or rebuild the Common Area and the contract price for such repair and rebuilding. Such special assessment and all insurance proceeds, whether or not subject to liens of mortgagees, shall first be paid to the account of the Association to be used for such repair or rebuilding, subject to the rights (if any) of any mortgagee to such sums or portion thereof.

2. **LOTS.** In the event of damage or destruction to the Improvements on any Lot, the Owner thereof shall reconstruct the same at its cost as soon as reasonably practicable and substantially in accordance with the original plans and specifications therefor as approved previously in writing by the Approving Agent; provided, however, that any such Owner may, with the written consent of the Approving Agent, construct or repair the improvement pursuant to new or changed plans and specifications.

ARTICLE X. RIGHTS OF MORTGAGEES

1. **ENCUMBRANCES.** Any Owner may voluntarily or involuntarily encumber his Lot with or by a real property mortgage, deed of trust or other instrument of hypothecation; provided, however, any such mortgage, deed of trust or other instrument of hypothecation shall be subordinate and inferior to any unreleased existing mortgage financing or any mortgage financing in favor of Declarant with respect to such Lot.

2. **LIEN PRIORITY.** Each and every lien created by or pursuant to this Declaration, including but not limited to, the fee, assessment and other charge liens described in Article VI hereof or in Article XI hereof is and shall be subordinate, inferior and subject to only the lien and charge of (a) any real property mortgage or deed of trust encumbering any Lot and given for value and (b) any blanket construction (including acquisition) mortgage(s) or deed(s) of trust encumbering all or any part of the Property which mortgage(s) or deed(s) of trust may have been subordinated to this Declaration, unless and until the same have been otherwise subordinated in writing.

3. **NOTICE TO MORTGAGEE.** In the event of any breach hereof or default hereunder by any Owner, and in the further event such breach or default is not cured within fifteen (15) days after notice thereof by the Board of Directors to such Owner, the Directors shall, if any first mortgagees shall have so requested of the Association, immediately notify, in writing, such first mortgagee at its address as provided by it to the Directors of such breach or default by the Owner of such Lot; provided, however, failure to give such notice shall in no way affect any right or remedy of any person or entity under Article XI hereof or subject the Directors or the Association to any liability with respect to such first mortgagee.

4. **TITLE ACQUISITION BY MORTGAGEE.** In the event any mortgagee (a) shall acquire title to any Lot by judicial foreclosure, exercise of power of sale contained in any real property mortgage or deed of trust, or deed in lieu of foreclosure, and (b) shall thereafter sell and convey such Lot, any real property mortgage or deed of trust received by such mortgagee as security for all or a portion of the purchase price of such Lot shall be conclusively presumed "given for value". Notwithstanding the provisions of Paragraph 2 of this Article X, any lien created by or pursuant to this Declaration for fees, assessments or charges which accrue during the period of such mortgagee's holding of title to said Lot, shall be the obligation of such mortgagee and superior to the lien of the real property mortgage or deed of trust received to secure a portion of the purchase price of such Lot.

5. **VALIDITY OF BONA FIDE MORTGAGE.** A breach of any of the provisions of this Declaration shall not affect or impair the lien or charge of any bona fide deed of trust or mortgage made in good faith and for value encumbering any Lot. Any mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is uncurable, impractical or not feasible to cure.

162-66-0869

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6. LIMITED RIGHTS OF MORTGAGEES. Because of its financial interest in the Property, any mortgagee may appear (but may not vote) at meetings of the Owners and the Directors to discuss violations of this Declaration which have not been corrected or made the subject of remedial proceedings. The Directors shall, if any mortgagee shall have so previously requested of the Directors in writing, give such mortgagee not less than ten (10) days' prior written notice of its annual and special meetings.

7. RULE OF CONSTRUCTION. In the event there shall be any express or implied conflict between any provision of this Article X and any other provision of this Declaration, the provisions of this Article X shall govern and control.

ARTICLE XI. ENFORCEMENT OF RESTRICTIONS

1. ENFORCEMENT. Approving Agent, or any Owner at its own expense, (after thirty (30) days written notice to Approving Agent to enforce and failure by Approving Agent to enforce the provisions of this Declaration), shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, easements, liens, charges, assessments and all other conditions, reservations and provisions set out in this Declaration; and unless specifically provided to the contrary herein, Approving Agent shall have the right to enforce, by proceedings at law or in equity or otherwise, all restrictions, covenants, conditions, reservations, easements, liens, charges, assessments, and other provisions set out in any deed, Ground Lease or other instrument executed by Declarant further restricting, as herein authorized, the use or development of the Property or any portion thereof, in any action brought by Approving Agent against any Owner to enforce this Declaration or to recover from such Owner any sums due the Association or the Board under this Declaration or in any proceeding to foreclose any lien granted Approving Agent hereunder; Approving Agent shall be entitled to recover court costs, attorneys' fees and investigation expenses and interest or any sums due and owing by such Owner to Approving Agent at the maximum non-usurious rate allowed by applicable law of the State of Texas or the United States of America.

2. VIOLATION CONSTITUTES NUISANCE. The result of every action or omission whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by the Approving Agent or by any Owner (after notice to Approving Agent as herein provided) and shall be cumulative (and not exclusive) of all remedies, legal or equitable, to which the party seeking to enforce the covenant, condition or restriction may be entitled.

3. ATTORNEY'S FEES. In any legal or equitable proceeding for the enforcement of or to restrain the violation of any provision of this Declaration, the non-prevailing party or parties in such proceeding shall pay to the prevailing party or parties, its (or their) attorneys' fees in such amount as may be fixed by the Court in such proceedings.

4. FAILURE TO ENFORCE NOT A WAIVER OF RIGHTS. The failure of the Approving Agent or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other covenant, condition or restriction at any other time.

ARTICLE XII. DURATION, MODIFICATION AND ASSIGNMENT

1. TERM OF RESTRICTIONS. This Declaration, every provision hereof, and every easement, covenant, condition and restriction contained herein shall continue in full force and effect for a period of fifty (50) years from the date hereof. Upon the expiration of such initial term, this Declaration and the easements, covenants, conditions and restrictions of this Declaration (as amended, if amended), and the enforcement rights relative thereto, shall thereafter be automatically extended and re-extended for successive periods of five (5) years each subject to earlier termination in accordance with the other provisions of this Article XII. During the initial term and any such five (5) year extension period, this Declaration and the easements, covenants, conditions and restrictions of this Declaration may be amended or terminated only in accordance with the other provisions of this Article XII.

2. AMENDMENT AND TERMINATION OF DECLARATION. This Declaration may be amended or terminated only by written instrument in recordable form executed as hereinafter provided in this Section 2 and properly filed for record in the appropriate records of Harris County, Texas. So long as Declarant owns not less than fifty percent (50%) of the total acreage comprising the Property, Declarant, without the joinder of any Owner or any other person or entity, may amend or terminate this Declaration in whole or in part. So long as Declarant owns any interest in the Property, the then Owners (including Declarant) of not less than seventy-five percent (75%) of the total number of Lots within the Property, but only with the joinder of Declarant, may amend or terminate this Declaration in whole or in part; provided, however, so long as Declarant owns any interest in the Property, Declarant must join in any amendment to or termination of this Declaration before such amendment or termination shall be effective.

3. CERTAIN AMENDMENTS BY DECLARANT. Declarant shall have and hereby reserves the right at any time from time to time, without the joinder or consent of any Owner or other party, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed by Declarant for record in the appropriate records of Harris County, Texas for the purpose of (a) correcting any typographical or grammatical error, ambiguity or inconsistency, appearing herein, or (b) deleting or modifying any covenant, restriction, condition or provision hereof or adding hereto any additional covenant, restriction, condition or provision, if such deletion, modification or addition shall be required by a governmental authority (or agency or political subdivision thereof) or by any other supplier or public utilities to the Property, as a condition precedent to its agreement to supply public utilities to any portion of the Property as evidenced by this Declaration, and if such deletion, modification or addition shall not impair or affect the vested property or other rights of any Owner or its mortgagee.

4. DECLARANT'S RIGHTS. Any and all of the rights of Declarant hereunder may be exercised only by Wimpey/Gentry II, its successors or assigns unless Wimpey/Gentry II, its successors or assigns transfers all or part of those rights to another person or entity by assignment recorded in the appropriate records of Harris County, Texas. Upon any such person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Any such assignment shall be ineffective unless it expressly assigns all or part of those rights by specific reference to this Declaration.

177-77-0269 162-60-0870

ARTICLE XIII. ADDITION OF PROPERTY

Declarant shall have the right at any time and from time to time during the term of this Declaration to add property to the Property without the consent of the Owners by executing and filing of record a Supplemental Declaration, executed by Declarant and subjecting to this Declaration the additional real property described therein, in the Office of the County Clerk of Harris County, Texas. Such Supplemental Declaration must impose a regular fee on the property covered thereby, on a uniform basis, which fairly relates to the regular fee imposed by this Declaration and all other existing Supplemental Declarations, and may contain such complementary additions and/or modifications of the covenants, conditions and restrictions contained in this Declaration as may be applicable to the additional lands. Depending on the manner in which such additional lands are developed ultimately, the services provided by the Association which relate to the real property described in a Supplemental Declaration may vary in value or in kind. Therefore, a Supplemental Declaration may provide for maintenance charges and assessments on such additional lands which differ in amount, basis and method of computation from the regular fee provided for in this Declaration or other Supplemental Declarations.

Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving or consolidated association and that association shall administer the covenants, conditions and restrictions applicable to the properties of the other association as one plan. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, conditions and restrictions established by this Declaration or any Supplemental Declaration.

ARTICLE XIV. GENERAL PROVISIONS

1. **CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction and other provision of this Declaration and to the general plan for the development of the Property.

2. **MUTUALITY, RECIPROCITY, RUNS WITH LAND.** All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between the respective Owners of all Lots and pivity of contract and estate between all grantees acquiring title to such Lots and their tenants, heirs, executors, legal representatives, successors and assigns; and shall, as to the Owner of each Lot, his heirs, executors, legal representatives, successors and tenants, assigns, operate as covenants running with the land for the benefit of all other Lots and the Property.

3. **INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations or constructions, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. The headings in this Declaration are for convenient reference only and shall not affect the interpretation or construction of the provisions of this Declaration.

4. **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.

5. **NOTICES.** Any notice required or permitted to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, certified mail, return receipt requested, to the last known address of the person who appears as Owner on the records of Declarant or the Association at the time of such mailing or when personally delivered in hand to such Owner. Any notice, communication or submission of plans and specifications to be sent to Declarant or the Approving Agent under the provisions of this Declaration shall be sent by postpaid mail, certified mail, return receipt requested, or by delivery to Declarant or Approving Agent in care of George Wimpey of Texas Inc., 901 Threadneedle, Suite 101, Houston, Texas 77079 or such other address as Declarant or Approving Agent may designate in writing to the Owners.

6. **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.

7. **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.

EXECUTED on the _____ day of _____, 1983.

WIMPEY/GENTRY II,
a Texas General Partnership

By: GEORGE WIMPEY OF TEXAS INC.,
General Partner

By: John D. Fischer, Regional Manager

By: GENTRY CONSTRUCTION COMPANY, INC.
General Partner

By: George H. Gentry, President

By: PURCHASER

By: _____

Title

169-78-1512

162-66-0871

(4)

(9)

169-78-1513

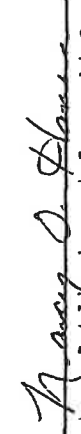
WIMPEY/GENTRY II,
a Texas General Partnership
BY: GENTRY CONSTRUCTION COMPANY, INC.,
a California corporation,
Managing Partner

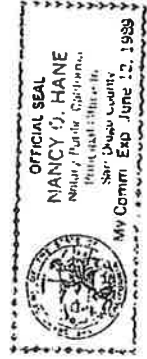
BY: 
GEORGE H. GENTRY, PRESIDENT

177-77-0270

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this ~~20th~~ day of November, in the year of 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE H. GENTRY, personally known to me to be the President of GENTRY CONSTRUCTION COMPANY, INC., the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of WIMPEY/GENTRY II, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.


Notary Public in and for said County
and State



AFTER RECORDING:
COWLER & KATL
820 WESSNER, SUITE 1710
HOUSTON, TX 77024

A-3

162-66-0872

169-78-1514

ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS 177-77-0271

This Addendum to Declaration of Covenants, Conditions and Restrictions is made applicable to the attached Declaration of Covenants, Conditions and Restrictions for ABERDEEN COMMERCENTER. *Lee*

For purposes of clarity, modification, or explanation, the following changes, additions or amendments to said Declaration of Covenants, Conditions and Restrictions for ABERDEEN COMMERCENTER (hereinafter "Declaration,") are hereby made:

1. The introductory paragraph on page 2 of the Declaration is hereby deleted and shall be read in its place:

"This Declaration of COVENANTS, CONDITIONS AND RESTRICTIONS for ABERDEEN COMMERCENTER (this Declaration) is made and entered into as of this 1st day of JANUARY, 1989, by WIMPEY/GENTRY II, a Texas General Partnership by and through its general and managing partner, GEORGE WIMPEY OF TEXAS, INC., a Texas Corporation and each and all of the undersigned.

2. The first paragraph under the Title "WITNESSETH:" shall be deleted and shall be read instead as follows:

"WHEREAS, WIMPEY/GENTRY II, whose address is 9754 Whithorn Drive, Houston, Texas 77095, and all of the undersigned are

162-66-0873

169-78-1515

177-77-0272

the owners of certain particular portions of that certain real property containing 11.51 acres of land (more or less) situated in Harris County, Texas, and described in Exhibits "A" and "A-1" attached hereto and incorporated herein, and made a part hereof for all purposes (and all of such property being described herein as the 'property');"

The balance of the paragraphs under the Title "WITNESSETH," shall remain as set out in the attached Declaration.

3. All references to Exhibit "A" throughout the Declaration shall include the Exhibits labeled Exhibit "A" as well as Exhibit "A-1."

4. As used in the Declaration, WIMPEY/GENTRY II shall be the sole entity described in the body of said Declaration as the "Declarant." Accordingly, wherever the term "Declarant" shall appear in the Declaration, it shall mean and refer only and solely to WIMPEY/GENTRY II. By execution hereof, all of the undersigned each hereby designate and name said WIMPEY/GENTRY II as the Declarant for purposes of construction of the Declaration. All powers, rights and privileges conferred upon or reserved by the Declarant in the Declaration shall be so conferred upon, reserved by, and transferred to WIMPEY/GENTRY II only. Each and all the undersigned, with the exception of WIMPEY/GENTRY II, shall be described and defined in said Declaration as Owner or Owners, for purposes of construction of said Declaration.

162-66-0874

169-78-1516

177-77-0273

5. Under Article IV, entitled "ADMINISTRATION OF RESTRICTIONS," under paragraph 1, entitled "ESTABLISHMENT OF APPROVING AGENT," the initial approving agent shall consist of the following three (3) persons: JAMES W. NEWMAN, J. RICKE BARNETT, and DONALD L. THOMAS.

6. Under Article XIV, entitled "GENERAL PROVISIONS," under paragraph 5, entitled "NOTICES," any notice, communication or submission of plans and specifications to be sent to Declarant or the approving agent under the provisions of the Declaration shall be sent by post-paid mail, Certified Mail, Return Receipt Requested or by delivery to the Declarant or approving agent in care of DONALD L. THOMAS, 9754 Whitthorn Drive, Houston, Texas 77095, or such other address as Declarant or approving agent may designate in writing to the Owners.

7. By execution of Declaration and this Addendum, each of the undersigned agrees to become personally bound by and his respective real property out of the referenced 11.51 acres (more or less) shall be fully subject to the Declaration and all of the provisions, restrictions, assessments and terms contained therein and in this Addendum.

8. All terms and conditions expressed in the Declaration not modified, altered or changed, either directly or by implication by the provisions contained in this Addendum, shall take and remain in full force and effect. Each and every provision of the Declaration shall be read so as to conform with the intent and modifications or additions outlined in this Addendum.


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169-78-1517

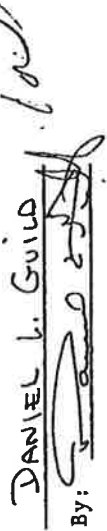

SIGNED this the 2nd day of October, 1989.

177-77-0274

WIMPEY/GENTRY II,
A Texas General Partnership

By: GEORGE WIMPEY OF TEXAS, INC.
General Partner

By: 
Title: VICE-PRESIDENT
JAMES W. NEWMAN

By: OWNER:
DANIEL L. GUILD 
By: 
Title: _____

162-66-0876
169-78-1518
PRES. J. GEORGE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James W. Newman, President of GEORGE WIMPEY OF TEXAS INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed; in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of October, 1989

Barbara Beauchamp
Notary Public in and for
Harris County, Texas



My Commission Expires: 8-15-93

THE STATE OF CALIFORNIA §
COUNTY OF SAN DIEGO §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE H. GENTRY, President of GENTRY CONSTRUCTION COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1989

Notary Public in and for
San Diego County, California

My Commission Expires: _____

PRINTED NAME OF NOTARY PUBLIC _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared George H. Gentry known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1989

Adelino R. Evars
Notary Public in and for
Harris County, Texas



My Commission Expires: Jan 28 1991

PRINTED NAME OF NOTARY PUBLIC _____

SIGNED this the 10th day of October

162-66-0877
169-78-1519

1989.

177-77-0276

WIMPEY/CENTRY II,
A Texas General Partnership

By: GEORGE WIMPEY OF TEXAS, INC.
General Partner

By:



TITLE: VICE-PRESIDENT
JAMES W. NEWMAN

By: OWNER:

Productive I 10/10

By:



Title: ~~Att~~ at Law / Trustee
RICHARD SAX

THE STATE OF TEXAS §
COUNTY OF HARRIS §

162-66-0878

BEFORE ME, the undersigned authority, on this day personally appeared James W. Newman, Pres. of GEORGE WIMPEY OF TEXAS INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed; in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of OCTOBER, 1989

177-77-0277
169-78-1520

Barbara Beauchamp
Notary Public in and for
Harris County, Texas



My Commission Expires: 8-15-93

THE STATE OF CALIFORNIA §
COUNTY OF SAN DIEGO §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE H. GENTRY, President of GENTRY CONSTRUCTION COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1989

Notary Public in and for
San Diego County, California

My Commission Expires: _____
PRINTED NAME OF NOTARY PUBLIC _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD SAX, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of OCTOBER, 1989

Barbara Beauchamp
Notary Public in and for
Harris County, Texas



My Commission Expires: 8-15-93

162-66-0879

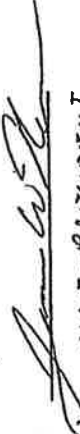
177-77-0278



169-78-1521

SIGNED this the 10th day of October, 1989.

WIMPEY/GENTRY II,
A Texas General Partnership

By: GEORGE WIMPEY OF TEXAS, INC.
General Partner

By: 
Title: VICE-PRESIDENT
JAMES W. NEWMAN

By: OWNER:

By: 
Title: STEVE BLAKESLEY

FILED
NOV 15 4 24 PM '89
A. J. [Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James W. Newman, Pres. of GEORGE WIMPEY OF TEXAS INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed; in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of October, 1989

177-77-0279
162-66-0880

169-78-1522

Barbara Beauchamp
Notary Public in and for
Harris County, Texas



My Commission Expires: 8-15-93

THE STATE OF CALIFORNIA §
COUNTY OF SAN DIEGO §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE H. GENTRY, President of GENTRY CONSTRUCTION COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1989

Notary Public in and for
San Diego County, California

My Commission Expires: _____

PRINTED NAME OF NOTARY PUBLIC _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared STEVE BLAKESLEY known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of October, 1989

Barbara Beauchamp
Notary Public in and for
Harris County, Texas



My Commission Expires: 8-15-93

177-77-0280
169-78-1523

SIGNED this the 29th day of December, 1989.

WIMPEY/GENTRY I.L.
A Texas General Partnership

By: GEORGE WIMPEY OF TEXAS, INC.
General Partner

By: *James W. Newman*
Title: President
JAMES W. NEWMAN

By: OWNER: S&J Associates, Ltd. *JS*

By: *Joseph Scartaccini*
Title: General Partner
Joseph Scartaccini *JS*

177-77-0281
169-78-1524

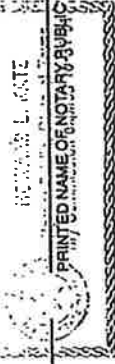
THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James W. Newnam, Pres. of GEORGE WIMPEY OF TEXAS INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed; in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of December 1989

[Signature]

Notary Public in and for Harris County, Texas



My Commission Expires:

THE STATE OF CALIFORNIA §
COUNTY OF SAN DIEGO §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE H. GENTRY, President of GENTRY CONSTRUCTION COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1989

Notary Public in and for San Diego County, California

My Commission Expires:

PRINTED NAME OF NOTARY PUBLIC

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Joseph Scartaccini, General Partner of S&J Associates, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

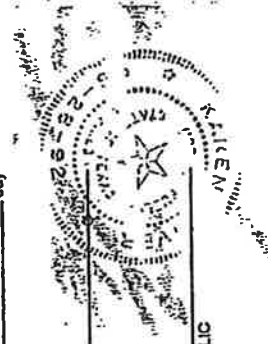
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of December 1989

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

My Commission Expires:

6/28/92

PRINTED NAME OF NOTARY PUBLIC



1169-78-1525

177-77-0282

SIGNED this the 29th day of December, 1989.

WIMPEY/GENTRY II,
A Texas General Partnership

By: GEORGE WIMPEY OF TEXAS, INC.
General Partner

By:

James W. Newman

Title:

President
JAMES W. NEWMAN

By: OWNER: S&F Associates, Ltd.

Joseph Scartaccini

By: Joseph Scartaccini

Title: General Partner

THE STATE OF TEXAS §
COUNTY OF HARRIS §

169-78-15267
111-11-0283

BEFORE ME, the undersigned authority, on this day personally appeared James W. Newman, Pres. of GEORGE WIMPEY OF TEXAS, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed; in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of December 1989

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

My Commission Expires:

PRINTED NAME OF NOTARY PUBLIC

THE STATE OF CALIFORNIA §
COUNTY OF SAN DIEGO §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE H. GENTRY, President of GENTRY CONSTRUCTION COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1989

Notary Public in and for San Diego County, California

My Commission Expires:

PRINTED NAME OF NOTARY PUBLIC

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Joseph Scattaccini, General Partner of S&P Associates, Ltd. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1989

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

My Commission Expires: 6/28/92

PRINTED NAME OF NOTARY PUBLIC



177-77-0284

SIGNED this the 16th day of November, 1989.

WIMPEY/GENTRY II,
A Texas General Partnership

By: GEORGE WIMPEY OF TEXAS, INC.
General Partner

By: [Signature]
Title: President
JAMES W. NEWMAN

By: OWNER:

[Signature]
By: ROBERT E. TYPPEL
Title: President

177-77-0285

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James W. Newmian, Pres. of GEORGE WIMPEY OF TEXAS INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed; in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of November, 1989

Donna Paradossi
Notary Public in and for
Harris County, Texas
DONNA PARADOSKI
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
NOV. 22, 1991

My Commission Expires: _____

THE STATE OF CALIFORNIA §
COUNTY OF SAN DIEGO §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE H. GENTRY, President of GENTRY CONSTRUCTION COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1989

Notary Public in and for
San Diego County, California

My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT E. TUPPER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of November, 1989

Donna Paradossi
Notary Public in and for
Harris County, Texas
DONNA PARADOSKI
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
NOV. 22, 1991

My Commission Expires: _____

177-77-0286

SIGNED this the 10 day of April, 1989.

WIMPEY/GENTRY II,
A Texas General Partnership

By: GEORGE WIMPEY OF TEXAS, INC.
General Partner

By: J. R. BARNETT
Title: VICE PRESIDENT
J. RISKY BARNETT

By: OWNER:

DANIEL L. GUILD
By: [Signature]
Title: _____

1177-77-0287,

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME the undersigned authority on this day personally appeared J. RICE BARNETT Vice of GEORGE WIMPEY OF TEXAS INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed; in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of April, 1989.



Donna Paradoski
Notary Public in and for
Harris County, Texas
PRINTED NAME OF NOTARY PUBLIC
Donna Paradoski

My Commission Expires:
11-22-91

THE STATE OF CALIFORNIA §
COUNTY OF SAN DIEGO §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE H. GENTRY, President of GENTRY CONSTRUCTION COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation as a general partner of WIMPEY/GENTRY II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10 day of _____, 1989.

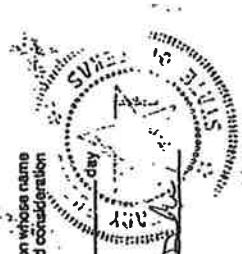
Notary Public in and for
San Diego County, California

My Commission Expires:

PRINTED NAME OF NOTARY PUBLIC

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Daniel L. Guild known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of April, 1989.

Donna Paradoski
Notary Public in and for
Harris County, Texas

My Commission Expires:
11-22-91

PRINTED NAME OF NOTARY PUBLIC
Donna Paradoski

162-66-0881

177-77-0288
169-78-1527

PHASE 3 OF ABERDEEN CORNERCENTER AND PART OF PARCEL 11 A

A METES AND BOUNDS DESCRIPTION of a 4.7911 acre tract of land, said tract being out of the H. & T.C.R.R. Co. Survey, Section 55, Abstract 460, Harris County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the Easterly right-of-way line of Telge Road (100 foot width) and the Southwest right-of-way line of the H. & T.C.R.R. (100 foot width);

THENCE, with said Southwest right-of-way line, North 50°32'40" West, a distance of 124.25 feet to a point for a corner;

THENCE, with the Northwest and West right-of-way line of Telge Road, the following courses, South 24°25'52" West, a distance of 2.39 feet to a point of curvature;

THENCE, with a curve to the left 457.53 feet to a point of tangency, said curve having a central angle of 46°48'42", a radius of 560.00 feet and a chord 444.91 feet in length, bearing South 01°01'31" West;

THENCE, South 22°22'50" East, a distance of 841.46 feet to a point of curvature;

THENCE, with a curve to the left 717.02 feet to a point of tangency, said curve having central angle of 20°02'24", a radius of 2050.00 feet and a chord 713.37 feet in length, bearing South 32°24'03" East;

THENCE, South 42°25'15" East, a distance of 163.16 feet to a point of curvature;

THENCE, with a curve to the right 1441.54 feet to a set 5/8" iron rod marking the point of tangency, said curve having a central angle of 42°21'22", a radius of 1950.00 feet and a chord 1408.94 feet in length, bearing South 21°14'34" East;

THENCE, South 00°03'54" East, a distance of 302.85 feet to a set 5/8" iron rod marking the POINT OF BEGINNING;

THENCE, South 00°03'54" East, a distance of 378.33 feet to a set 5/8" iron rod marking a corner;

THENCE, leaving said right-of-way of Telge Road, South 88°20'43" West, a distance of 572.00 feet to a set 5/8" iron rod marking a corner in the Easterly right-of-way of a future County Road;

THENCE, with the Easterly line of said future County Road, North 07°37'48" East, a distance of 397.78 feet to a set 5/8" iron rod marking a corner;

THENCE, leaving said future County Road, North 89°56'06" East, a distance of 415.52 feet to a set 5/8" iron rod marking a corner;

THENCE, South 00°03'54" East, a distance of 20.00 feet to a set 5/8" iron rod marking a corner;

THENCE, North 89°56'06" East, a distance of 83.00 feet to a set 5/8" iron rod marking a corner;

THENCE, North 00°03'54" West, a distance of 20.00 feet to a set 5/8" iron rod marking a corner;

THENCE, North 89°56'06" East, a distance of 20.00 feet to the POINT OF BEGINNING and containing 4.7911 acres, more or less.



EXHIBIT "A"

PRC
Planning Research
Corporation

planning • engineering • surveying
landscape architecture

4411 McKinney Street, Suite 202
Houston, Texas 77026 Telephone: 713/116-0381

2/2

PHASE 2 OF ABERDEEN COMMERCE CENTER AND PART OF PARCEL 11 A

177-77-0289

A METES AND BOUNDS DESCRIPTION of a 6.7181 acre tract of land, said tract being out of the H. & T.C.R.R. Co. Survey, Section 95, Abstract 460, Harris County, Texas, and being more particularly described as follows:

162-66-0882
169-78-1528

COMMENCING at the intersection of the Easterly right-of-way line of Teige Road (100 foot width) and the Southwest right-of-way line of the H. & T.C.R.R.

THENCE, with said Southwest right-of-way line, North 50°32'40" West, a distance of 124.25 feet to a point for a corner;

THENCE, with the Northwest and West right-of-way line of Teige Road, the following courses, South 24°25'52" West, a distance of 2.39 feet to a point of curvature;

THENCE, with a curve to the left 457.53 feet to a point of tangency, said curve having a central angle of 46°48'42", a radius of 560.00 feet and a chord 444.91 feet in length, bearing South 01°01'31" West;

THENCE, South 22°22'50" East, a distance of 841.46 feet to a point of curvature;

THENCE, with a curve to the left 717.02 feet to a point of tangency, said curve having a central angle of 20°02'24", a radius of 2050.00 feet and a chord 713.37 feet in length, bearing South 32°24'03" East;

THENCE, South 42°25'15" East, a distance of 163.16 feet to a point of curvature;

THENCE, with a curve to the right 1441.54 feet to a point of tangency, said curve having a central angle of 42°21'22", a radius of 1950.00 feet and a chord 1408.94 feet in length, bearing South 21°14'34" East;

THENCE, South 00°03'54" East, a distance of 428.03 feet to a point;

THENCE, leaving said right-of-way of Teige Road, South 89°56'06" West, a distance of 595.98 feet to a set 5/8" iron rod marking a corner in the Westerly right-of-way of a future County Road, and being the POINT OF BEGINNING;

THENCE, North 81°09'13" West, a distance of 399.53 feet to a set 5/8" iron rod marking a corner, said corner being in the East boundary of Cameron Iron Works property;

THENCE, with said East boundary North 00°03'54" West, a distance of 657.10 feet to a set 5/8" iron rod marking a corner;

THENCE, South 86°53'46" East, a distance of 440.10 feet, to a set 5/8" iron rod for a point of curvature;

THENCE, with a curve to the left 26.35 feet to a set 5/8" iron rod marking the point of tangency, said curve having a central angle of 23°22'09", a radius of 86.00 feet and a chord 34.89 feet in length, bearing North 81°25'40" East;

THENCE, North 69°44'35" East, a distance of 79.65 feet to a set 5/8" iron rod for a point of curvature;

THENCE, with a curve to the left 93.80 feet to a set 5/8" iron rod marking the point of tangency, said curve having a central angle of 28°53'48", a radius of 186.00 feet and a chord 92.81 feet in length, bearing South 30°23'17" East;

THENCE, South 44°50'09" East, a distance of 39.28 feet to a set 5/8" iron rod marking a point in a curve of the Westerly right-of-way of a future County Road;

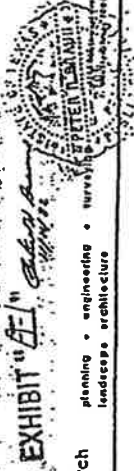
THENCE, along the Westerly line of said future County Road, with a curve to the left 151.58 feet to a set 5/8" iron rod marking the point of tangency, said curve having a central angle of 41°21'25", a radius of 210.00 feet and a chord 148.31 feet in length, bearing South 28°18'30" West;

THENCE, with the Westerly line of said future County Road, South 07°37'48" West, a distance of 456.42 feet to the POINT OF BEGINNING and containing 6.7181 acres, more or less.

At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RECORDERS MEMORANDUM:

PRC
Planning Research
Corporation



planning • engineering • architecture
landscape architecture

177-77-0290

162-66-0883

169-78-1529

ANY INSTRUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY IN ANY MANNER IS VOID AS TO THE STATE OF TEXAS AND THE COUNTY OF HARRIS.

I hereby certify that this instrument was FILED in File Number _____ Sequence on the date 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

FEB 23 1990



Quita Roelcke
COUNTY CLERK,
HARRIS COUNTY, TEXAS

ANY INSTRUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY IN ANY MANNER IS VOID AS TO THE STATE OF TEXAS AND THE COUNTY OF HARRIS.

I hereby certify that this instrument was FILED in File Number _____ Sequence on the date 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

NOV 15 1989



Quita Roelcke
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
FEB 23 2 02 PM '90
Quita Roelcke
COUNTY CLERK
HARRIS COUNTY, TEXAS

177-77-0291

EXHIBIT "C"

(Undivided percentage ownership in Common Area)

This exhibit is attached to and is a part of the Declaration of Covenants, Conditions and Restrictions and represents the percentage common area ownership within said Phase Two (2) of Aberdeen Commercenter (11.5092 acres) for all lot owners:

Lots 14 - 51: 2.63158 %

ANY PERSON HEREIN WHO RECEIVES THE FULL OR USE OF THE DESCRIBED REAL PROPERTY HEREIN SHALL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF THIS INSTRUMENT AND TO HAVE AGREED TO BE BOUND BY THE SAME.
THE STATE OF TEXAS
COUNTY OF HARRIS
I, *Christa Redman*, County Clerk, do hereby certify that this instrument was FILED in File Number _____ on the _____ day of _____, 1990, at _____ o'clock _____ of the day, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAY 29 1990



Christa Redman
COUNTY CLERK,
HARRIS COUNTY, TEXAS