

**Deed Restrictions for
Willowbend Section One**

State of Texas County of Harris

KNOW ALL MEN BY THESE PRESENTS: That WILLOW BEND, INC., WILLOW GLEN, INC. and T.G.P.m. Co., Inc., owners of that certain tract of land known as WILLOW BEND, SECTION 1, being a subdivision of 77.8967 acres out of the W.N. BRONAUGH SURVEY, Abstract 135, in Harris County, Texas, according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, under County Clerk's file No. 1146388, do desire to place the restrictions hereinafter set forth upon said WILLOW BEND, SECTION 1, and to have a written instrument of record to define said restrictions:

NOW THEREFORE, said corporations, all incorporated in Texas, acting herein by and through their duly authorized officers, and joined by all of the lienholders on said land, hereby adopt the restrictions, conditions, covenants, reservations and rights as Covenants running with the land on said WILLOW BEND, SECTION 1, to-wit:

(1) Reserves 'A' and 'B' as shown on said plat of WILLOW BEND, SECTION 1, shall be restricted to the uses of Retail businesses, Professional offices, Theaters and Service businesses.

(2) All the plots, areas or lots shown on the recorded plat of the Subdivision, EXCEPT those described in the proceeding paragraph herein as RESERVE 'A' and RESERVE 'B', shall be known and described as Residential lots. No Building shall be erected, altered, placed or permitted to remain on any Residential lot other than one detached single family dwelling, not to exceed two and one-half (2 1/2) stories in height, and an attached or detached private garage, and/or any other out-building incidental to residential use of said Residential lots, provided that such out-building shall comply in all respects to the restrictions, conditions and covenants herein set forth.

(3) No building shall be erected, placed or altered on any Residential lot in this Subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said Subdivision, and as to location of the building with respect to topography and finished ground elevation, by a Committee composed of FRANK BURKHARDT, CARTER GROVES and EVERAL L. WEST, all of Harris County, Texas, or by a representatives designated by said Committee. In the event of death or resignation of any member of said Committee, the remaining member of members shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said Committee, or its designated representative fails to approve such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alternations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such Committee, nor a duly authorized representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee, or its representative shall cease July 1, 1960. Thereafter the approval described in these covenants shall not be required unless prior to said date and effective therein, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously excised by said Committee.

(4) No dwelling shall be located nearer to the front line or nearer to the side street line of said Residential lots than the building set back lines shown on the

recorded plat. In any event no building shall be located on any Residential lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building except a detached garage or other outbuilding located 70 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line of any Residential Lot.

(5) No residential structure shall be erected, placed or permitted on any Residential lot which has an area and width less than the full sized Residential lots as shown on the recorded plat of said Subdivision, nor shall such structure contain less than (51%) brick or stone masonry in the outside walls, nor shall asbestos siding nor composition roofs be used or permitted on any dwelling on said Residential lot.

(6) No noxious or offensive trade or activity shall be carried on upon any lot or plat, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(7) All easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat or said addition.

(8) There is also dedicated an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown on the recorded plat of said addition.

(9) The ground floor area of a main structure, exclusive of open porches and garages, shall be not less than 1400 square feet for a one story dwelling, nor less than 1200 square feet for a dwelling of more than one story on all Residential lots. (For the purpose of this paragraph, in the case of a one-story structure 50% of the area of a screened porch may be included in the ground floor area of the main structure on any of said Residential lots up to a maximum of 60 square feet.) Except Lot 97 in Bloc 5, which shall have a minimum of 1200 square feet in the ground floor living area.

(10) No garage shall be constructed after completion of the main dwelling, unless the materials and design are in harmony with the main dwelling and approved by the aforementioned Committee.

(11) No sign of any kind shall be displayed to the public view on any Residential Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise property during the construction and sales period.

(12) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring or drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

(13) No lot shall be used or maintained as a dumping ground for refuse, rubbish, or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(14) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purposes.

(15) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Residential lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, or real estate office, temporary or permanent.

(16) No individual water supply system shall be permitted on any lot, nor shall individual sewage disposal systems be permitted thereon.

(17) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted

to remain on any corner Residential lot within the triangle area formed by the street property lines, or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(18) Each and every resident or Residential lot owner in this subdivision or addition shall comply strictly with each and all legal, sanitary, health, and police laws, ordinances and regulations as same now exist or may hereafter exist.

(19) No fence, wall or other structure of similar nature shall be permitted nearer to the front lot line than the building line as shown on the recorded plat of the subdivision.

(20) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1973, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.

(21) If the parties hereto or any of them or successors or assigns or any future owner or owners of the lots in this subdivision shall violate any of the covenants herein, it shall be lawful for any other person owning any of said lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant and either prevent him or them so doing or to recover damages or other relief for such violation.

(22) The foregoing remedies are cumulative of any in addition to all other remedies and relief allowed by law and/or in equity to any and all residents and/or lot owners in such subdivision who are or may be injured, damaged or inconvenienced by the violation of any other resident or lot owner or owners in these provisions as same now exist or may hereafter exist.

(23) Invalidation of any one or more of these covenant by judgment or other court order shall in no wise affect any of the other provision, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, WILLOW BEND, INC., WILLOW GLEN, INC. and T.G.P.m. Co., INC. all Texas corporations, joined herein by all of the lienholders on said WILLOW BEND, SECTION 1, who by these presents assent to and subordinate their liens to the foregoing restrictions and covenants, and reaffirm their acquiescence and subordination to the easements and streets dedicated and platted on said map or plat of WILLOW BEND, SECTION 1, have caused these presents to be executed by their respective officers, and their respective corporate seals affixed this the ___ day of July, 1953.

**Deed Restrictions for
Willowbend Section Two**

State of Texas County of Harris

KNOW ALL MEN BY THESE PRESENTS: That Willow Bend Inc. and Willow Glen Inc., owners of that certain tract of land known as Willow Bend, Section 2, being a subdivision of 19.2670 acres out of the W.N. BRONAUGH SURVEY, Abstract 135, in Harris County, Texas, according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. 1212129, do desire to place the restrictions hereinafter set forth upon said Willow Bend, Section 2, and to have a written instrument of record to define said restrictions;

NOW THEREFORE, said corporations, all incorporated in Texas, acting herein by and through their duly authorized officers, and joined herein by all of the lienholders on said land, hereby adopt the restrictions, conditions, covenants, reservations and rights as Covenants running with the land on said Willow Bend, Section 2, to-wit:

(1) All the plots, areas or lots shown on the recorded plat of Willow Bend, Section 2, EXCEPT that portion marked and described as RESERVE □C□ shall be known and described as Residential lots. No buildings shall be erected other than one detached single family dwelling, except as hereinafter expressly stipulated not to exceed two stories in height, and an attached or detached private garage for not more than three (3) cars, and/or any other out building incidental to residential use of said lots, provided that such out building shall comply in all respects to the restrictions, conditions and covenants herein set forth. There shall be permitted on lots TWO HUNDRED TWENTY THREE (223) TWO HUNDRED TWENTY FOUR (224) TWO HUNDRED TWENTY FIVE (225) TWO HUNDRED TWENTY SIX (226) TWO HUNDRED TWENTY-SEVEN (227) TWO HUNDRED TWENTY EIGHT (228) TWO HUNDRED TWENTY-NINE (229) TWO HUNDRED THIRTY (230) in Block Seventeen (17) of Willow Bend, Section 2, either one detached single family dwelling as set forth hereinabove, or one bungalow duplex, not to exceed one story in height.

(2) No building shall be erected, placed or altered on any residential lot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, by a Committee composed of Frank Burkhardt, Krist Hubert and Evera L. West, all of Harris County, Texas, or by a representative designated by said Committee.

In the event of death or resignation of any member of said committee, the remaining member of members shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said Committee, or its designated representative fails to approve such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alternations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor a duly authorized representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, or its representatives shall cease January 1st, 1961. Thereafter the approval described in these covenants shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative of

representatives who shall thereafter exercise the same powers previously excised by said Committee.

(3) No dwelling shall be located nearer to the front lot line or nearer to the side street line of said Residential lots than the building lines or set back lines shown on the recorded plat. In any event no building shall be located on any Residential lot nearer than Twenty-Five (25) feet to the front lot line, nor nearer than Ten (10) feet to any side street line. No building except a detached garage or other out building located Seventy (70) feet or more from the front lot lines shall be located nearer than Five (5) feet to any side Lot line of any residential lot.

(4) No residential structure shall be erected, placed or permitted on any residential lot which has an area and width less than the full sized residential lots as shown on the recorded plat of said Subdivision, nor shall such structure contain less than FIFTY ONE (51%) percent brick or stone masonry in the outside walls, nor shall asbestos siding nor composition roofs be used or permitted on any dwelling on said residential lot.

(5) No noxious or offensive trade or activity shall be carried on upon any Residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(6) All Easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat of said addition or subdivision.

(7) There is also dedicated an unobstructed aerial easement Five (5) feet wide from a plane Twenty (20) feet above the ground upward, located adjacent to all easements shown on the recorded plat of the subdivision.

(8) The ground floor area of a main structure, exclusive of open porches and garages, shall be not less than Sixteen Hundred (1600) square feet for a single family dwelling unit, nor less than Eighteen Hundred (1800) square feet for a bungalow-duplex as described herein. (For the purpose of this paragraph, in the case of a one story structure Fifty (50) percent of the area of a screened porch may be included in the ground floor area of the main structure on any of said Residential lots up to a maximum of 60 square feet.)

(9) No garage shall be constructed after completion of the main dwelling, unless the materials and design are in harmony with the main dwelling and approved by the aforementioned Committee.

(10) No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise property during the construction and sales period.

(11) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Residential lot. No derrick or other structure designed for use in boring or drilling for oil or natural gas shall be erected, maintained or permitted upon any Residential lot.

(12) No residential lot shall be used or maintained as a dumping ground for refuse, rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(13) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purposes.

(14) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Residential lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, or real estate office, at any time.

(15) No individual water supply system shall be permitted on any Residential lot, nor shall individual sewage disposal systems be permitted thereon.

(16) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Residential lot within the triangle area formed by the street property lines, or in the case of a rounded property corner, from the intersection of the street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(17) Each and every resident or Residential lot owner in this subdivision shall comply strictly with each and all sanitary, health and police laws, ordinances and regulations as same now exist or may hereafter exist.

(18) No fence, wall or other structure of similar nature shall be permitted nearer to the front lot line than the building line as shown on the recorded plat of the subdivision.

(19) The covenants are to run with the land and shall be binding on all parties and all persons claiming by, and through or under them until January 1st, 1974 at which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.

(20) If the parties hereto or any of them or their successors or any future owner or owners of the Residential lots in this Subdivision shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of said lots in said subdivision to prosecute any proceeding at law or in equity against whomsoever violates or attempts to violate any such covenant and either prevent him or them from so doing or to recover damages or other relief for such violation.

(21) The foregoing remedies are cumulative of any in condition to all other remedies and relief allowed by law and/or in equity to any and all residents and/or lot owners in such subdivision who are or may be injured, damaged or inconvenienced by the violation of any other resident or lot owner or owners in these provisions as same now exist or may hereafter exist.

(22) Invalidation of any one or more of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, WILLOW BEND, INC., WILLOW GLEN, INC., as the owners, joined herein by all of the lienholders on said Willow Bend, Section 2, who by these presents assent to and subordinate their liens to the foregoing restrictions and covenants, and reaffirm their acquiescence and subordination to the easements and streets dedicated and platted on said map or plat of said subdivision, have caused these presents to be executed by their respective officers, affixing their respective corporate seals this the ____ day of December, 1953.

**Amended Deed Restrictions for
Willowbend Section Three**

State of Texas □ **County of Harris**

WHEREAS, the majority of Owners of the Residential Lots of Willowbend, Section 3, intend to amend the Deed Restrictions of Section 3, in part, to allow restricted two-story homes in the Section.

WHEREAS, WILLOWBEND, Section 3, is an addition or subdivision (the "Subdivision") of approximately 20.3846 acres of land, out of the W.N. Bronaugh Survey, Abstract 135, in Harris County, Texas, according to the plat recorded in Harris County, Texas, County Clerk's File No. 1219407, references to which are here made for all purposes. Under Section 19 of the existing, recorded Deed Restrictions ("Deed Restrictions") in Volume 2719, Page 410, of the Official Records of Real Property of Harris County, Texas, for Section 3 of the WILLOWBEND subdivision, the Owners of a majority of the Residential Lots thereof may and do hereby amend those restrictions, conditions, restrictive covenants, reservations and rights ("Covenants") running with and on the land of Section 3 (the "Section") of the Subdivision.

THEREFORE, the Owners (or a majority of them) of the Section, agree to adopt the following Covenants, reservations, restrictions and conditions as Amended Deed Restrictions. Each contract or deed that has been, or may hereafter be, executed with respect to any of the Lots in the Section shall be conclusively held to have been executed, delivered, and accepted subject to the Amended Deed Restrictions, whether the same are set out in full in said contract or deed.

**ARTICLE I
DEFINITIONS**

(A) Owner (or Owners) means the legal title holder(s) of record of any portion of a Lot in the Section, including an Owner who may have contracted to sell any property and any person or entity holding legal title as trustee (but excluding those having such interest merely as security for the performance of an obligation), and including the heirs, executors, personal representatives, administrators, devisees, and assigns of an Owner, and including all other persons, firms, or corporations acquiring or succeeding to the title of an Owner by sale, grant, will, trustee's deed, execution, legal process, or operation of law. If title to a Lot is held in the name of more than one person or entity, the term "Owner" includes those persons and/or entities.

(B) Residential Lot or "Lot" means each of the lots in the Section, as well as building sites resulting from re-subdivision or consolidation of any Lot (or Lots).

(C) Amended Restrictions means those certain covenants, conditions, reservations and restrictions herein set forth, amending the Deed Restrictions.

(D) Effective Date means the date the Amended Deed restrictions are filed in the Official Records of Real Property of Harris County, Texas.

**ARTICLE II
RESTRICTIONS**

(1) All the plots, areas or lots shown on the recorded plat of the Subdivision, shall be known and described as Residential Lots. No Building shall be erected, placed or permitted to remain on any Residential Lot, other than one detached single family dwelling, not to exceed two (2) stories in height, and an attached or detached private garage, and/or any other out-building incidental to residential use of said Residential Lots, provided that such outbuilding shall comply in all respects to the restrictions, conditions and covenants herein set forth, and not to exceed two (2) stories in height.

(2) Lot size. No Lot may be subdivided except to divide it among two or more Lots, such that each of the resulting Lots continues to face the street and is at least as large as the smallest of the original Lots before subdividing. For example, three (3) Lots of the original platted size may be re-subdivided into two (2) larger

Lots, but not vice versa.

(3) No dwelling shall be located nearer to the front lot line or nearer to the side street line of said Residential Lots than the building set back lines shown on the recorded plat. In any event, no building shall be located on any Residential Lot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line of any Residential Lot.

(4) No residential structure shall be erected, placed or permitted on any Residential Lot which has an area and width less than the full sized Residential Lots as shown on the recorded plat of said Subdivision, nor shall such structure contain less than (51%) brick or stone masonry in the outside walls, nor shall wood shingle roofs be used or permitted on any dwelling on said Residential Lots, nor shall pea-gravel roofs be permitted, but such restriction does not include white marble type roofs. All new or replacement roofs shall be constructed from fire-retardant roofing material with a rated life of twenty (20) years or greater, in accordance with applicable statute, ordinance or law.

(5) No noxious or offensive trade or activity shall be carried on upon any Lot or plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(6) All easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat of said addition.

(7) There is also dedicated an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown on the recorded plat of said addition.

(8) The ground floor area of a main structure, exclusive of open porches and garages, shall be not less than 1600 square feet for a one story dwelling on all Residential Lots. (For the purposes of this paragraph 50% area of a screened porch may be included in the ground floor area of the main structure on any of said Residential lots up to a maximum of 60 square feet.)

(9) No garage shall be constructed after completion of the main dwelling, unless the materials and design are in harmony with the main dwelling.

(10) Except as permitted by law, no sign of any kind shall be displayed to the public view on any Residential Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(11) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring or drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

(12) No Lot shall be used or maintained as a dumping ground for refuse, rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(13) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purposes.

(14) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Residential Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, or real estate office, temporary or permanent.

(15) No individual water supply system shall be permitted on any Lot, nor shall individual sewage disposal systems be permitted thereon.

(16) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Residential lot within the triangle area formed by the street property lines, or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway. No tree shall

be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(17) Each and every resident or Residential Lot owner in this subdivision shall comply strictly with each and all legal, sanitary, health and police laws, ordinances and regulations as same now exist or may hereafter exist.

(18) No fence, wall or other structure of similar nature shall be permitted nearer to the front lot line than the building line as shown on the recorded plat of the subdivision.

(19) The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until ten years after the Effective Date, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.

(20) If the parties hereto or any of them or their successors or assigns or any future owner or owners of the Residential Lots in this subdivision shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of said lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant and either prevent him or them so doing or to damages or other relief for such violation.

(21) The foregoing remedies are cumulative of any in addition to all other remedies and relief allowed by law and/or in equity to any and all residents and/or lot owners in such subdivision who are or may be injured, damaged or inconvenienced by the violation of any other resident or lot owner or owners in these provisions as same now exist or may hereafter exist.

(22) Invalidation of any one or more of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Owners representing themselves as a majority of the Owners of Section 3 of the Subdivision as of the Effective Date have executed and acknowledged their signatures hereof on the dates shown, and this document is filed on the date stamped by the Harris County Clerk. Each Owner who has signed a ¶ Signature and Acknowledgment Page for Amended Deed Restrictions of Willowbend Section 3 ¶ (each a ¶ Signature Page ¶ and collectively the ¶ Signature Pages ¶) has agreed that the attached Amended Deed Restrictions of Willowbend Section 3 dated (for reference) May 2nd, 2005, may be executed in multiple counterparts, and that the Signature Pages of the Owners of each Lot in the Section may be combined and attached to one or more counterpart documents, which counterpart documents may then be recorded as an original in the Official Public Records of Real Property of Harris County, Texas.

I, _____ declare that the Signature Pages, which are attached hereto, have been assembled for rerecording in accordance with the above paragraph.

Print Name: _____

The State of Texas

County of Harris

This instrument was acknowledged before me on this ____ day of _____, 2005, by _____.

Notary Public in and for the State of Texas

**Deed Restrictions for
Willowbend Section Four**

State of Texas **County of Harris**

KNOW ALL MEN BY THESE PRESENTS: That Willow Bend Inc. and Willow Glen Inc., owners of that certain tract of land known as Willow Bend, Section 4, being a subdivision of 63.1125 acres out of the W.N. Bronaugh Survey, Abstract 135, in Harris County, Texas, according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, under County Clerk's file No. 1236552, do desire to place the restrictions hereinafter set forth upon said Willow Bend, Section 4, and to have a written instrument of record to define said restrictions;

NOW THEREFORE, said corporation, incorporated in Texas, acting herein by and through their duly authorized officers, and joined by all of the lienholders on said land, hereby adopt the restrictions, conditions, covenants, reservations and rights as Covenants Running with the land on said Willow Bend, Section 4, to-wit:

(1) All the plots, areas or lots shown on the recorded plat of Willow Bend, Section 4, shall be known and described as Residential lots. No buildings shall be erected, altered, placed or permitted to remain on any Residential lot other than one detached single family dwelling, except as hereinafter stipulated, not to exceed two stories in height, and an attached or detached private garage for not more than three (3) cars, and/or any other out-building incidental to residential use of said lots, provided such out-building shall comply in all respects to the restrictions, conditions and covenants herein set forth.

(2) No building shall be erected, placed or altered on any Residential lot in this Subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said Subdivision, and as to location of the building with respect to topography and finished ground elevation, by a Committee composed of Frank Burkhardt, Krist Hubert and Everal L. West, all of Harris County, Texas, or by a representatives designated by said Committee.

In the event of death or resignation of any member of said committee, the remaining member of members shall have a full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said Committee, or its designated representative fails to approve such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alternations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor a duly authorized representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, or its representative shall cease June 1, 1961.

Thereafter the approval described in these covenants shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this Subdivision, and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously excised by said Committee.

(3) No dwelling shall be located nearer to the front lot line or nearer to the side street line of said Residential lots than the building set back lines shown on the recorded plat. In any event no building shall be located on any Residential lot nearer than Twenty-five (25) feet to the front lot line, nor nearer than Ten (10) feet to any side street line. No building except a detached garage or other outbuilding located Seventy (70) feet or more from the front lot lines shall be located nearer than Five (5) feet to any side lot line of any Residential lot.

(4) No residential structure shall be erected, placed or permitted on any Residential lot which has an area and width less than the full sized Residential lots

as shown on the recorded plat of said Subdivision, however, nothing herein shall be construed to restrict against constructing a residence on more than one (1) lot, nor shall such structure contain less than FIFTY ONE (51%) per cent brick or stone masonry in the outside walls, nor shall asbestos siding nor composition roofs be used or permitted on any dwelling on said Residential lot.

(5) No noxious or offensive trade or activity shall be carried on upon any Residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(6) All easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat of said addition or subdivision.

(7) There is also dedicated an unobstructed aerial easement Five (5) feet wide from a plane Twenty (20) feet above the ground upward, located adjacent to all easements shown on the recorded plat of the Subdivision.

(8) The ground floor area of a main structure, exclusive of open porches and garages, shall be not less than Sixteen Hundred (1600) square feet. (For the purpose of this paragraph, in the case of a one story structure Fifty (50%) percent of the area of a screened porch may be included in the ground floor area of the main structure on any of said Residential lots, up to a maximum of 60 square feet.)

(9) No garage shall be constructed after completion of the main dwelling, unless the materials and design are in harmony with the main dwelling and approved by the aforementioned Committee.

(10) No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise property during the construction and sales period.

(11) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Residential lot. No derrick or other structure designed for use in boring or drilling for oil or natural gas shall be erected, maintained or permitted upon any Residential lot.

(12) No residential lot shall be used or maintained as a dumping ground for refuse, rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(13) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purposes.

(14) No trailer, basement, tent, shack, garage, barn or other out-building erected on any Residential lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, or real estate office, at any time.

(15) No individual water supply system shall be permitted on any Residential lot, nor shall individual sewage disposal systems be permitted thereon.

(16) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Residential lot within the triangle area formed by the street property lines, or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(17) Each and every resident or Residential lot owner in this Subdivision shall

comply strictly with each and all legal, sanitary, health and police laws, ordinances and regulations as same now or may hereafter exist.

(18) No fence, wall or other structure of similar nature shall be permitted nearer to the front lot line than the building line as shown on the recorded plat of the subdivision.

(19) These covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under them until January 1, 1974, at which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.

(20) If the parties hereto or any of them or their successors or assigns or any future owner or owners of the Residential lots in this subdivision shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of said lots in said Subdivision to prosecute any proceeding at law or in equity against whomsoever violates or attempts to violate any such covenant and either prevent him or them from so doing or damages or other relief for such violation.

(21) The foregoing remedies are cumulative of any in condition to all other remedies and relief allowed by law and/or in equity to any and all residents and/or lot owners in such subdivision who are or may be injured, damaged or inconvenienced by the violation of any other resident or lot owner or owners in these provisions as same now exist or may hereafter exist.

(22) Invalidation of any one or more of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, WILLOW BEND, INC., WILLOW GLEN, INC., as the owners, joined herein by all of the lienholders on said Willow Bend, Section 4, who by these presents assent to and subordinate their liens to the foregoing restrictions and covenants, and reaffirm their acquiescence and subordination to the easements and streets dedicated and platted on said map or plat of said Subdivision, have caused these presents to be executed by their respective officers, affixing their respective corporate seals this the 13th day of March, 1954.

Amended Deed Restrictions

Willowbend Section Five

State of Texas **County of Harris**

PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: that pursuant to Section 19 of the existing Deed Restrictions for Section Five (5) of the residential community known as WILLOWBEND subdivision, in Harris County, Texas, as filed in the official real estate records of that county, the owners of a majority of the Lots thereof do hereby amend and modify the restrictions, covenants, and conditions for Section Five (5); and that

WILLOWBEND being a subdivision of approximately 246.6128 acres of land inclusive of Sections One (1) through Six (6) out of the W.N. Bronaugh Survey, Abstract 135, in Harris County, Texas, according to the maps or plats thereof filed for records in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. 1145388, 1164140, 1212129, 1219407, 1236552, and 1241477, and 12528 (the "Subdivision"), and Section Five (5) (the "Section") being a section of the Subdivision containing approximately 20.3846 acres according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, under Clerk's file No. 1241477, which is currently restricted to residential use;

WITNESS, THEREFORE, that the owners of the Section, desiring to carry out a uniform plan for the improvement, development, sale, and use of all of the land in the Subdivision for the benefit of the present and future owners, do hereby covenant and agree with each other to adopt the following reservations, restrictions, covenants, conditions, and easements to apply uniformly to the use, occupancy, and conveyance of all lots in the Section, and each contract or deed which has heretofore been, or may hereafter be, executed with regard to any of the lots in the Section shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants, conditions, and easements, regardless of whether or not said reservations, restrictions, covenants, conditions, and easements are set out in full in said contract or deed.

ARTICLE I DEFINITIONS

(A) Owner shall mean the legal title holder of record of any portion of a Lot in the Section, including any owner who may have contracted to sell any property and any person or entity holding legal title as trustee (but excluding those having such interest merely as security for the performance of an obligation), and including the heirs, executors, personal representatives, administrators, devisees, and assigns of any Owner, and including all other persons, firms, or corporations acquiring or succeeding to the title of an Owner by sale, grant, will, foreclosure, execution, legal process, or operation of law. If title to a Lot is held in the name of more than one person or entity, the term "Owner" shall include all such persons. Wherever an action or decision is required pursuant to this Declaration to be taken by an Owner that consists of more than one person or entity, the action or decision must be the action of decision of all of such persons or entities acting unanimously.

(B) Lot shall mean each of the lots in the Section, as well as building sites resulting from re-subdivision or consolidation of any such Lot.

(C) Restrictions shall means those certain covenants, conditions, reservations, easements, and restrictions hereinafter set forth.

(D) New Construction shall mean construction following the demolition and

removal of all or substantially all of an existing dwelling. Notwithstanding the foregoing, construction undertaken by the existing Owner after a casualty loss shall not be deemed New Construction unless the construction also qualifies as a Major Renovation, or unless the Owner elects to be treated under the rules for New Construction.

(E) Major Renovation shall mean construction that increases the original footprint of the main structure by 20% or more, or adds six (6) or more feet to the height of the main structure.

(F) Effective Date shall mean the date these amended Restrictions are filed in the real estate records of Harris County.

ARTICLE II RESTRICTIONS

(A) Single-Family Use. No building shall be erected, altered, placed, or permitted to remain on any Lot other than (i) one detached single-family dwelling, (ii) an attached or detached private garage, and/or (iii) any other outbuilding incidental to residential use of said Lot, provided that such outbuilding shall comply in all respects to the Restrictions herein set forth. "Single-family dwelling use" shall be understood to include and permit joint use of the premises for domestic partners, servants, extended care providers, or extended family members, but shall exclude any use as a boarding house, dormitory, or any other form of multifamily dwelling.

|
(B) Building Location

a. No dwelling shall be located nearer to the front line or nearer to the side street line of any Lot than the building set-back lines shown on the recorded plat.

b. In any event, no building shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 10 feet to any side street line.

c. A detached one-story or two-story garage that is located 70 feet or more from the front Lot line may be located as near as 3 feet to the side Lot line. A detached one-story garage, or a detached two-story garage that contains no windows on the rear side on the second story, may be located as near to the rear Lot line as is consistent with the easements provided herein and in the recorded plat.

d. Except as provided in subsection (c) above or in the remainder of this paragraph, no building shall be located nearer than 5 feet to any side Lot line of any Lot. Except as provided in subsection (c) above, the following rule shall apply to New Construction or a Major Renovation: no new two-story building or new two-story wing of a building shall be located nearer than 7 feet to any side Lot line of any Lot, or nearer than 20 feet to any rear Lot line of any Lot.

e. Mechanical equipment is permitted within the side and rear setbacks. Roof overhangs shall not exceed more than two feet over building setback lines.

(C) Lot Size. No structure shall be erected, placed, or permitted on any Lot if the Lot has an area and width less than the full-size Lots as shown on the recorded plat of the Subdivision. No Lot may be subdivided except to divide it among two or more other Lots, such that each of the resulting Lots continues to face the street and is at least as large as the smallest of the original Lots before subdividing. For example, three (3) Lots of the original platted size may be re-subdivided into two (2) larger Lots, but not vice versa.

(D) Building Materials. No main building of a dwelling shall contain less than 51% brick, brick veneer, stone masonry, or stone veneer in the outside walls (excluding gables, doors, and windows), nor shall asbestos siding be used or permitted on any building on said Lots. All new exterior masonry walls shall be constructed from

fire-retardant roofing material with a rated life of twenty (20) years or greater. No wood shingle roofs shall be used on any buildings. White marble gravel roofs are permitted but pea gravel roofs are not, and all gravel roofs shall be limited to roofs whose pitch is less than 3 in 12 (also known as 25% pitch). No building shall be constructed of any stucco or stucco-like material, or material that is not intended for exposure to exterior elements.

(E) Commercial Operations and Nuisances. No business, commercial, or professional activity on any Lot or in any building thereon shall be permitted which disturbs the exclusively residential character and tranquility of the Subdivision. No business, commercial, or professional activity shall be carried on upon any Lot which may be or become an unreasonable annoyance or nuisance to the neighborhood by being seen, heard, or smelled by persons outside the Lot. Evidence of such prohibited activity shall include, without limitation: excessive noise; visible storage of commercial, trade, or professional supplies or equipment; unreasonably increased pedestrian or vehicle traffic; substantially increased parking of vehicles on the street; substantially increased deliveries; erection of commercial signs or advertising visible from the street; emissions of dust, smoke, gasses, chemicals, odors, lights, or unreasonably obtrusive radio signals; or discharges of non-household wastes into the sewage system. The foregoing restrictions shall not be construed to prohibit any resident from keeping business or professional records or accounts, from telecommuting, from engaging in business or professional telephone calls, correspondence, or computer communications, or from conducting such other activities for hire as are reasonably private and customary in a residential setting (including without limitation such activities as music lessons, tutoring, arts and crafts, caring for the young or disabled, or consulting), all of which uses are expressly declared customarily incidental to the principal residential use, whether occurring full-time or part-time.

(F) Easements. All easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat of the Subdivision. There is also dedicated an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown on the recorded plat of the Subdivision.

(G) Minimum Size. For New Construction, the ground floor area of a main structure, exclusive of open porches and attached or detached garages, shall be not less than 2000 square feet for a one-story dwelling, nor less than 1600 square feet for a dwelling of more than one story. (For the purpose of this paragraph, 50% of up to 60 square feet of the area of a screened porch may be included in the ground floor area of the main structure).

(H) Maximum Size. No structure shall exceed two (2) stories in height. For New Construction or Major Renovations, the ground floor area of a main structure shall be not more than 3400 square feet. (For the purpose of this paragraph, 100% of the area of an attached garage must be included in the ground floor area of the main structure, but no part of an open or screened porch need be included.)

(I) Garages. The materials and design of any garage shall be in harmony with the main dwelling. For New Construction, all homes must include a private garage for storing two (2) or three (3) cars, and no garage shall exceed 800 square feet.

(J) Signs. No sign of any kind shall be displayed to the public view on any Lot except (i) one sign of not more than five square feet advertising the property for sale or rent, (ii) signs used by a builder to advertise property during the construction and sales period, (iii) temporary signs, such as political signs, not to exceed six (6) square feet, to be set up no more than ninety (90) days in advance of a particular political event (if applicable) and to be removed within seven (7) days after the conclusion of the event, (iv) small warning or notice signs such as home address signs, "No Soliciting," "Beware of Dog," security signs, etc., or (v)

small temporary signs advertising construction or repair work in progress. Other than the foregoing, no signs shall advertise any type of commercial activity taking place on the Lot.

(K) Oil & Gas Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring or drilling for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

(L) Trash Storage. No Lot shall be used or maintained as a dumping ground for rubbish refuse, rubbish, or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(M) Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

(N) Temporary Buildings. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, or real estate office, temporary or permanent.

(O) Water Systems. No individual water supply system shall be permitted on any Lot, nor shall individual sewage disposal systems be permitted thereon.

(P) Fences, Walls, and Hedges. Fences, walls, hedges, and shrub planting on corner properties shall conform to City of Houston ordinances regarding sight lines and traffic safety. No fence, wall, or perimeter barrier of similar nature located within five (5) feet of either a Lot line or the front building setback line shall exceed eight (8) feet in height, except in the case of a Lot line adjoining an area that contains a two-story structure.

(Q) Compliance with Ordinances. Each resident or Owner shall comply strictly with each and all legal, sanitary, health, and police laws, ordinances, or regulations as same now or may hereafter exist.

(R) Parking. No trailer, camper, boat, boat trailer, bus, truck larger than a pickup, recreational vehicle, detached camper top, or trailer truck shall be stored permanently on any Lot in front of the building front set-back line, nor shall any motor vehicle be permanently parked in an unpaved area in front of the building setback line. "Permanently" in this context shall mean on more than a total of fourteen (14) days (consecutive or non-consecutive) during any six-month period.

(S) Grandfather Rights. Notwithstanding the provisions of this Declaration, no permanent improvement that is in place on the Effective Date, including any fence or outbuilding, other than a removable carport that violates building setback lines as in effect immediately prior to the Effective Date, must be modified to comply with these Restrictions unless and until it constitutes New Construction.

ARTICLE III GENERAL PROVISIONS

(A) Amendments. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until ten years after the Effective Date, at which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by at least 60% of the then Owners of the Lots has been recorded in the Official Public Records of Real

Property of Harris County, Texas, amending such covenants in whole or in part.

(B) Enforcement. If the parties hereto or any of them or their successors or any future owner or owners of the Lots in this Subdivision shall violate any of the covenants herein, it shall be lawful for any other person owning any of said Lots in said Subdivision to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant and either prevent him or them so doing or to recover damages or other relief for such violation.

(C) Remedies Cumulative. The foregoing remedies are cumulative of any in addition to all other remedies and relief allowed by law and/or in equity to any and all residents and/or Lot owners in such Subdivision who are or may be injured, damaged, or inconvenienced by the violation of any other resident or Lot owner or owners in these provisions as same now exist or may hereafter exist.

(D) Severance Clause. Invalidation of any one or more of these covenants by judgment or other court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(E) Counterpart Clause. This instrument may be executed in multiple counterparts, either personally by the Owner(s) of each Lot, or by their duly appointed attorney(s) in fact. The signature pages of the Owners may be combined and attached to one or more counterpart documents, which counterpart document shall then be recorded among the Official Public Records of Real Property of Harris County, Texas.

IN WITNESS WHEREOF, Owners representing a simple majority of the total Owners of Section Five (5) of the Subdivision have executed this instrument personally or via an attorney in fact, and this instrument is filed on this ____ day of June, 2001.

Each owner who has signed a "Signature and Acknowledgement Page for Amended and Restated Covenants, Conditions, and Restrictions of Willowbend Subdivision" (each a "Signature Page" and collectively the "Signature Pages") has agreed that the attached Amended and Restated Covenants, Conditions, and Restrictions of Willowbend Section 5 dated (for reference) October 31, 2000 (the "Restrictions") may be executed in multiple counterparts, the Signature Pages of the owners of each lot in the subdivision may be combined and attached to one or more counterpart documents, signed and acknowledged by a duly authorized officer of the Willowbend Civic Club, which counterpart document shall then be recorded among the Official Public Records of Real Property of Harris County, Texas.

I, Wendy K. Laubach, declare under penalty of perjury that the Signature Pages, which are attached to the Declaration attached to this instrument, have been assembled in accordance with the above paragraph.

Wendy K. Laubach

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by

_____ this
____ day of June, 2001.

Notary Public in and for the State of Texas

Signature and Acknowledgment Page for

**Amended and Restated Deed Restrictions
for Willowbend Section 5**

Each owner of the property with a street address of

_____,
Houston, Texas 77035, by signing and printing such owner's name in the space below, declares that he or she is the owner of the real property described above, which is located in Section 5 of the Willowbend Subdivision, and that all of the owners thereof are listed as follows:

and acknowledges that he/she approves and consents to all matters contained in the Amended and Restated Deed Restrictions for Willowbend Section 5 dated (for reference) October 31, 2000, and desires the same to apply to Section 5 of the Willowbend Subdivision.

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by

_____ this ____
day of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by

_____ this ____ day
of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by

_____ this ____
day of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by

_____ this ____ day
of _____, 2001.

Notary Public in and for the State of Texas

(Form Granting Authority for Execution of Amended and Restated Deed Restrictions for Willowbend Section 5 by Attorney-in-Fact)

Each owner of the property with a street address of

_____,
Houston, Texas 77035, by signing and printing such owner's name in the space below, declares that he or she is the owner of the real property described above, which is located in Section 5 of the Willowbend Subdivision, and that all of the owners thereof are listed as follows:

and acknowledges that he/she approves and consents to all matters contained in the Amended and Restated Deed Restrictions for Willowbend Section 5 dated (for reference) October 31, 2000 (the "Restrictions"), and desires the same to apply to Section 5 of the Willowbend Subdivision, and appoints the following person:

(the "Attorney-in-Fact") his/her attorney-in-fact for the strictly limited purpose of executing the Restrictions on his/her behalf and filing them in the real estate records of Harris County. This power of attorney is revocable by written notice to the Attorney-in-Fact at [insert address] _____,
Houston, Texas 77035, until such time as the Restrictions are filed in the real estate records for Harris County, at which time it shall become irrevocable. This power of attorney pertains to the execution of filing only of these Restrictions and not any other documents, including any alterations or amendments of the Restrictions.

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this
___ day of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this
___ day of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this

____ day of June, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ____ day of June, 2001.

Notary Public in and for the State of Texas

Signature and Acknowledgment Page for Amended and Restated Deed Restrictions for Willowbend Section 5 (Alternative Form for Execution by Attorney-in-Fact)

The undersigned is the duly appointed attorney-in-fact for each owner of the property with the street addresses listed on the attached Exhibit "A", each in Houston, Texas 77035, and by signing and printing such attorney-in-fact's name in the space below, declares that he or she is authorized by the owners of all of the real property described above, all of which is located in Section 5 of the Willowbend Subdivision, to acknowledge that each such owner approves and consents to all matters contained in the Amended and Restated Deed Restrictions for Willowbend Section 5 dated (for reference) October 31, 2000, and desires the same to apply to Section 5 of the Willowbend Subdivision.

Print Name of Attorney-in-Fact: Wendy K. Laubach

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ____ day of June, 2001.

Notary Public in and for the State of Texas