

4377493

010-81-1803

DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR IVY POINT,

AN UNRECORDED SUBDIVISION IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS § 03/22/81 00100486 4377493 \$ 77.00  
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date hereinafter set forth by MANUEL VILLAZON, TRUSTEE, hereinafter referred to as "DECLARANT".

WHEREAS, DECLARANT, is the owner of all of the building lots, as hereinafter defined, in that certain Subdivision, known as Ivy Point, an unrecorded Subdivision out of a portion of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, Harris County, Texas, more particularly described by metes and bounds in Exhibit "A-1" thru "A-17" attached hereto and made a part hereof for all purposes.

WHEREAS, DECLARANT, is the owner of all property other than the building lots (such property other than the building lots being referred to herein as the "common property", more particularly described by metes and bounds in Exhibit "B", as such term is hereinafter further defined), in said Subdivision known as Ivy Point; and

WHEREAS, it is the desire of DECLARANT to place restrictions, covenants, conditions, stipulations, reservations and easements upon and against such property comprising said Ivy Point, in order to create and carry out a uniform plan for the improvement, development and sale of the building lots, for the benefit of the present and future owners of said property.

NOW, THEREFORE, the covenants, conditions, restrictions and easements hereinafter set out shall be, and the same are, made applicable to Ivy Point, an unrecorded subdivision in Harris County, Texas. The covenants, conditions, restrictions and easement shall apply uniformly in the use, occupancy and conveyance of all building lots and each contract or deed which may be executed with regard to any of such property in Ivy Point

~~shall be conclusively held to have been executed, delivered and~~  
 accepted subject to the following covenants, conditions,  
 restrictions, and easements as though set out in full or by  
 reference in said contract or deed;

1. Building Lots as the term is used in these  
 restrictions mean lots ONE (1) through SEVENTEEN (17) of Ivy  
 Point, an unrecorded Subdivision out of a portion of Reserve "C",  
 Block 12, Pinehurst of Atascocita, Section 3, Harris County,  
 Texas, each of said building lots being more particularly  
 described on Exhibits "A-1" through "A-17" attached hereto and  
 made a part hereof for all purposes.

2. Common Property as the term is used in these  
 restrictions means all property described in Exhibit "B" and  
 being a part of Reserve "C" of Ivy Point, other than the property  
 specifically designated as Lots ONE (1) through SEVENTEEN (17),  
 as described by notes and bounds in Exhibit "B" attached hereto  
 and made a part hereof.

3. Associations as the term is used in these  
 restrictions means Atascocita Community Improvement Association,  
 Inc., which has been incorporated under the laws of the State of  
 Texas, as a nonprofit corporation, for the purpose of exercising  
 various functions for other property in Subdivisions located  
 within the Atascocita area. Each lot owner in Ivy Point shall  
 automatically be a member of the Atascocita Community Improvement  
 Association, Inc., and thereby subject to all of the rules,  
 restrictions, obligations and benefits as other members of said  
~~Atascocita Community Improvement Association, Inc. Associations~~

as the term is used in these restrictions, shall also mean the  
 Ivy Point Homeowner's Association, of which each of the lot  
 owners of the SEVENTEEN (17) lots in Ivy Point shall be members,  
 said Ivy Point Homeowner's Association shall carry out such  
 functions as more particularly set forth herein.

4. The common property shall be improved, maintained  
 and used in accordance with the following terms and conditions:

a) ~~That portion of the common property dedicated as a~~ private street for the building lot owners and their guests, invitees and licensees. Ivy Point Homeowner's Association shall have full control and discretion with respect to the details of such improvement and maintenance.

b) That portion of the common property not dedicated as a private street shall be improved, maintained and used solely for the building lot owners, their guests, invitees and licensees. Ivy Point Homeowner's Association shall have full control over said common property, as well as the improving and maintaining of same.

c) ~~That portion of the storm sewer utility contained within the real property described in Exhibits "A" and "B", hereof, shall be improved, maintained and used solely for the building lot owners, their guests, invitees and licensees. The Ivy Point Homeowner's Association shall have full control over said storm sewer utility, as well as the improving and maintaining of same.~~

5. Ivy Point Homeowner's Association shall perform all functions necessary for the proper maintenance and upkeep of the common property, cleaning of the premises and payment of all ad valorem taxes and assessments levied or imposed against the common property.

6. No building lot shall be used for any purpose except single family residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude commercial and professional uses, and to exclude hospitals, duplex-houses and apartments houses; any such uses of this property are hereby expressly prohibited. No business activities of any kind whatsoever shall be conducted in any home or on any building lot after said lot has been improved with a home and sold to an owner-occupant.

~~7. No residence or other improvement shall be~~ erected, placed or altered on any building lot until the construction plans, specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee, composed of three (3) members. The names and addresses of the initial Architectural Control Committee are as follows:

Name

Address

John Bateman

P. O. Box 729  
Humble, Texas 77338

Charles R. Ackerman

P. O. Box 729  
Humble, Texas 77338

James H. McAlister

P. O. Box 729  
Humble, Texas 77338

A majority of the Committee may designate a representative to act for it, and approval of plans and specifications for the erection or alteration of improvements, or any other approval which is required by these restrictions, shall be considered to have been given by the Architectural Control Committee when two members of the Committee have given their written approval to such plans and specifications or other matters requiring Committee approval. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the member of the initial Architectural Control Committee, nor their successors, shall be entitled to any compensation for services performed pursuant to this covenant.

8. Each building lot owner, when he constructs a residence upon any building lot, shall be required to construct at his sole cost and expense driveways and parking spaces on such lot of a type and quality approved by the Architectural Control Committee. The building lot owner shall construct four (4) parking spaces on said lot, two (2) of said spaces enclosed by a two (2) car garage with the other two (2) parking spaces located on said lot owner's driveway. These four (4) parking spaces are restricted for the sole use of said owner and his guests.

9. Each building lot owner shall maintain the following front building setback lines and rear lot building lines with said rear lot building lines being governed by existing utility easements:

- a) Lots ONE (1) through THREE (3) shall have a 25-foot front building setback line and an 8-foot rear lot building line.

b) Lots FOUR (4) through EIGHT (8) shall have a 20-foot front building setback line. Lots FIVE (5) through EIGHT (8) shall have a 30-foot rear lot building line. Lot FOUR (4) shall have a 10-foot building setback line along the side lot on Sunny Shore Drive, and Lot FOUR (4) shall restrict building within the rear easement more fully described in instrument recorded under Harris County Clerk's File No. E094117 located on the northeast corner of said lot.

c) Lots NINE (9) and TEN (10) shall have a 10-foot front building setback line and an 8-foot rear lot building line. Lot TEN (10) shall also have an 8-foot building setback line running parallel to its south lot line. Lot TEN (10) shall have a 5-foot storm sewer easement running inside, parallel and adjacent to its most westerly lot line. Lot NINE (9) shall have an easement running inside, parallel and adjacent to its north lot line, said easement described in instrument recorded under Harris County Clerk's File No. E094117, and a 10-foot utility easement running inside, parallel and adjacent to the south lot line.

d) Lots ELEVEN (11) through SIXTEEN (16) shall have an 18-foot front building setback line and an 8-foot rear lot building line. Lot ELEVEN (11) shall have a 5-foot storm sewer easement running inside, parallel and adjacent to its most easterly lot line.

e) Lot SEVENTEEN (17) shall have a 25-foot front building setback line and an 8-foot rear lot building line.

f) Notwithstanding provisions 9-a through 9-c above, no residential structures or garages may be built on any easement.

10. No external roofing material other than wood shingles, 290# minimum composition shingles of a wood tone color, or tile roofs of a concrete or clay composition shall be constructed or used on any building lot unless expressly approved in writing by the Architectural Control Committee.

11. Each building lot acquired by individual owners for use as a single-family residence for their personal use and occupancy shall be subject to two (2) different and distinct annual maintenance charges, one (1) of said charges for the "Maintenance Fund" of Atascocita Community Improvement Association, and the other maintenance charge for the "Maintenance Fund" of the Ivy Point Homeowner's Association. The annual maintenance charge for the "Maintenance Fund" of the Atascocita Community Improvement Association shall be at a rate of \$240.00 per lot, said charge shall be payable to Atascocita Community Improvement Association by each building lot owner

commencing on the date the deed to the building lot owner is recorded, the first such payment to be prorated for the amount of the annual charge due for the balance of the calendar year in which the lot is acquired, and the payment of subsequent years' maintenance fund charge shall be payable in advance on or before the first day of January of each succeeding year. The annual maintenance charge for Ivy Point Homeowner's Association shall be at the rate of \$120.00-per-lot. Said charge shall be payable to Ivy Point Homeowner's Association by each such building lot owner commencing on the date the deed to the building lot owner is recorded, the first such payment to be prorated for the amount of the annual charge due for the remainder of the calendar year in which such lot is acquired, and payment of subsequent years' maintenance fund charge shall be payable in advanced on or before the first day of January of each succeeding year. To secure the payment of both the maintenance charge to Atascocita Community Improvement Association and the maintenance charge to Ivy Point Homeowner's Association, a lien is hereby created (which may be foreclosed in the same manner as a mortgage lien) against the building lot and improvements thereon in favor of Atascocita Community Improvement Association and Ivy Point Homeowner's Association or any successor thereto, such lien being expressly subordinate and inferior to any mortgage or deed of trust on said lot securing the payment of a construction or purchase money loan. A maintenance charge to Atascocita Community Improvement Association may be adjusted over and above the \$240.00 per building lot per year as the needs of the property may in its judgment require, but in no event shall such charge be raised in excess of 10% each year nor reduced below \$240.00 per building lot unless approval of such increase or decrease is first given in writing by fifty-one percent (51%) of the Atascocita Community Improvement Association, provided, however, that in no event shall the aggregate of such annual charges be reduced below the amount required to pay for maintenance of the common properties of Atascocita Community Improvement Association and the payment

of ad valorem taxes on said common areas. Atascocita Community Improvement Association shall apply the total fund arising from such charge, first to the payment of ad valorem taxes and other assessments levied or imposed against the common property and maintenance thereof, and secondly, to the extent funds are available, for the following additional purposes: For the upkeep and maintenance of all other common property; to provide for the landscaping of the common property necessary to provide a uniform scheme of landscaping for the whole subdivision; for the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the above maintenance charge applies; for the payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge; for the collection of trash and garbage; for employing policemen and watchmen; for caring for vacant building lots, and doing any other thing necessary or desirable in the opinion of the officers and directors of Atascocita Community Improvement Association to keep the property in the subdivisions which are controlled by Atascocita Community Improvement Association in neat and good order, or which it considers of general benefit to the owners or occupants of the building lots in said Subdivisions covered by the Atascocita Community Improvement Association. It being understood that the judgment of the officers and directors of Atascocita Community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. Notwithstanding the above, it is understood and agreed by the building lot owners of Ivy Point that the Maintenance Fund of Atascocita Community Improvement Association shall not be used for maintenance, taxes or upkeep of the common property located within Ivy Point. The payment of maintenance charges to the Maintenance Fund of Atascocita Community Improvement Association by building lot owners of Ivy Point will allow said building lot owners of Ivy Point the use and benefits

of those common facilities and recreational areas of Atascocita Community Improvement Association. The maintenance charge to Ivy Point Homeowner's Association may be adjusted over and above \$120.00 per building lot per year as the needs of the property in Ivy Point Subdivision may in its judgment require, but in no event shall such charge be raised in excess of 10% each year nor reduced below \$120.00 per building unless approval of such increase or decrease is first given in writing by fifty-one percent (51%) of the building lot owners in Ivy Point, provided, however, that in no event shall the aggregate of such annual charges be reduced below the amount required to pay for maintenance of those common areas as previously set forth herein located in Ivy Point, including, but not limited to, the private street and the storm sewer utility, and the payment of ad valorem taxes on these as well as other common areas located within Ivy Point Subdivision. Ivy Point Homeowner's Association shall apply the total fund arising from its maintenance charge, first to the payment of ad valorem taxes and other assessments levied or imposed against the common property and maintenance of the private street referred to earlier herein as being located within Ivy Point Subdivision, and secondly, to the extent funds are available, for the following additional purposes: For the upkeep and maintenance of all other common property, if any; to provide for the landscaping of the common property necessary to provide a uniform scheme of landscaping for the whole Ivy Point Subdivision; for the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property in Ivy Point to which the above maintenance charge applied; for the payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge; for caring for vacant building lots in Ivy Point Subdivision, and doing any other thing necessary or desirable in the opinion of the officers and directors of Ivy Point Homeowner's Association to keep the property in Ivy Point Subdivision in neat and good

order, or which it considers of general benefit to the owners or occupants of the building lots in Ivy Point, it being understood that the judgment of the officer and directors of Ivy Point Homeowner's Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

12. No obnoxious or offensive activity shall be permitted upon any building lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13. No structure of a temporary character, trailer, basement or tent, shack, garage, barn or other outbuilding shall be used on any building lot at any time as a residence, either temporarily or permanently.

14. No signs of any kind other than a "For Sale" sign of a size not greater than 36-inches by 24-inches shall be displayed to the public view on any building lot unless and until such sign shall have been approved by the Architectural Control Committee.

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

16. No animals, livestock, rabbits or poultry of any kind shall be raised, bred or kept on any building lot except that dogs, cats or other household pets may be kept, provided they are not kept or maintained for any commercial purposes. No pets or livestock of any kind shall be staked or pastured on any vacant building lot in the Ivy Point Subdivision or on the common property thereof.

17. No building lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept

except in sanitary containers at locations which shall have been approved by the Architectural Control Committee.

18. Without prior approval by the Architectural Control Committee, no building material of any kind or character shall be placed or stored upon any building lot until the owner is ready to commence improvements, and then such materials shall be placed within the property line of the building lot upon which the improvements are to be erected, and shall not be placed in the street or upon other common property.

19. Grass, weeds and vegetation of each building lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from building lots. Until a residence is built on a building lot, Atascocita Community Improvement Association or Ivy Point Homeowner's Association may, at their option, have the grass, weeds and vegetation cut when and as often as the same is necessary in their judgment, and have dead trees, shrubs and plants removed from the property.

20. No privy, cesspool, septic tank or disposal plant shall be erected or maintained on any building lot.

21. Each single-family residence on each lot in Ivy Point shall contain not less than SEVENTEEN HUNDRED (1,700) square feet of living area exclusive of porches, screened or otherwise, atriiums or patios. Each residence may be constructed

~~adjacent to one side lot line, and construction on the opposite~~ side lot line of each lot shall be at least five (5) feet from the side property line to the effect that there shall always be a minimum of five (5) feet between the side walls of structures placed on adjoining lots.

22. There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones, and electricity. An easement is further granted to all police, fire

protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to Atascocita Community Improvement Association, Ivy Point Homeowner's Association, their officers, agents, employees, and to any management company selected by either of said Associations to enter in or to cross over the Common Area and any lot to perform the duties of maintenance and upkeep of the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved or thereafter approved by Declarant or Atascocita Community Improvement Association Board of Directors or Ivy Point Homeowner's Association Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable easement, Declarant or Atascocita Community Improvement Association or Ivy Point Homeowner's Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this article shall in no way effect any other recorded easement on said premises.

Underground Electrical Service:

- a) Underground or overhead single phase electric service shall be available to SEVENTEEN (17) residential homes on the aforesaid SEVENTEEN (17) lots of Ivy Point, and the metering equipment shall be located at a point to be designated by the utility company.
- b) For so long as such underground or overhead service is maintained, the electric service to each home shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.
- c) Easements for the underground or overhead service may be crossed by driveways and walkways provided the Declarant or builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground or overhead service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant

nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

These covenants, conditions and restrictions set forth in this Declaration and the maintenance charge to Ivy Point Homeowner's Association and Atascocita Community Improvement Association shall remain effective until December 31, 2014, after which time said restrictions, covenants and conditions shall be automatically extended for successive periods of 10 years. The agreements and covenants herein contained having to do with the common property and all other covenants shall be considered and construed as covenants running with the land and shall be binding upon Declarant, Ivy Point Homeowner's Association, Atascocita Community Improvement Association, their heirs, successors and assigns, and shall inure to the benefit of the owners of the building lots in Ivy Point, their mortgagees or beneficiaries of deeds of trust or leases of any part of the building lots and their respective successors and assigns, who shall be privileged hereunder to enforce the uses hereinabove specified and the covenants herein contained. The covenants, conditions and restrictions of this Declaration may be amended prior to December 31, 2014 by an instrument signed by not less than 90% of the Lot Owners; during any succeeding 10 year period, the covenants, conditions and restrictions of this Declaration may be amended during the last year of any such ten year period by an instrument signed by not less than 75% of the Lot Owners. No amendment shall be effective until recorded in the Real Property Records of Harris County, Texas, nor until the approval of any governmental regulatory body as required shall have been obtained.

23. Violations of any restriction, covenant or condition herein shall give the Declarant, Atascocita Community Improvement Association or Ivy Point Homeowner's Association and their respective assigns the right to enter upon the property where such violation exists and summarily abate or remove the same.

at the expense of the building lot owner, and such entry and abatement or removal shall not be deemed a trespass.

24. Enforcement of the restrictions, covenants and conditions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall not, in any wise, affect any of the other provisions which shall remain in full force and effect.

25. Any violation of the covenants, conditions, restrictions or easements contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any building lot at the time that the easement, restriction, reservation or covenant may be violated.

26. In as much as the building lot owners of the SEVENTEEN (17) lots located within Ivy Point are members of and made subject to TWO (2) Associations, the Atascocita Community Improvement Association and Ivy Point Homeowner's Association, said building lot owners shall be obligated to follow the rules and regulations of both of said Associations and subject to such obligations and benefits of the members of both of said Associations. The rules, regulations, covenants, conditions and restrictions as set forth by Atascocita Community Improvement Association as same are set forth in that certain Supplemental Declarations of Covenants, Conditions and Restrictions of Pinchurst of Atascocita, Section I as recorded under Harris County Clerk's File No. E-120206 shall be incorporated herein by reference and made a part hereof for all purposes the same as if said rules, regulations, covenants, conditions and restrictions were set forth herein verbatim. In the event there is a conflict between the rules, regulations, covenants, conditions, restrictions and obligations as set forth by both of the respective Associations, the rules, regulations, covenants, conditions and restrictions as set forth by Atascocita Community Improvement Association shall govern.

WITNESS OUR HANDS at Houston, Texas, on this the 16<sup>TH</sup> day of MARCH, 1982. 13

MANUEL VILLAZON, TRUSTEE

ATTEST: J. Booth Keith

ATASCOCITA COMMUNITY IMPROVEMENT  
ASSOCIATION

BY: John Bateman, President

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally  
appeared MANUEL VILLAZON, TRUSTEE, 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 and in the capacity therein  
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of

February

1982

Cristela M. Harrison  
Notary Public in and for  
The State of Texas

Name: Cristela M. Harrison  
Commission expires: 10-9-84

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally  
appeared John Bateman, President of  
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, known to me to be  
the person whose name is subscribed to the foregoing instrument  
and acknowledged to me that he/she executed the same for the  
purposes and consideration therein expressed, in the capacity  
therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of

MARCH, 1982.

J. Booth Keith  
Notary Public in and for  
The State of Texas

Name: J. Booth Keith  
Commission expires: 2-25-86

LOT #1

Field Notes for 11,204 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at the most Northerly Northeast corner of said Reserve "C", said point also being the East corner of Lot 4, Block 12, Pinehurst of Atascocita, Section 2, according to the plat thereof recorded in Volume 212, Page 77 of the Map Records of Harris County, Texas:

THENCE South  $38^{\circ} 37' 02''$  East, with the Northeasterly line of said Reserve "C", a distance of 112.80 feet to a point for corner;

~~THENCE South  $83^{\circ} 37' 23''$  West, a distance of 169.00 feet to~~  
a point for corner on the Easterly right-of-way line of Sunny Shores Drive, 60 feet wide;

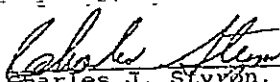
THENCE Northwesterly, with the Easterly right-of-way line of Sunny Shores Drive, along a curve to the left whose radius is 200 feet and central angle is  $14^{\circ} 13' 09''$  and whose long chord bears North  $20^{\circ} 40' 00''$  West, a distance, measured along the arc, of 49.63 feet to a point for corner on a Northerly line of said Reserve "C", said point also being the South corner of said Lot 4;

Exhibit "A-1"

Field Notes for 11,204 square feet of land, cont'd.....

THENCE North 62° 13' 26" East, with a Northerly line of said Reserve "C" and the Southeast line of said Lot 4, a distance of 130.00 feet to the PLACE OF BEGINNING and containing 11,204 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

  
Charles J. Styron, P.E., R.P.S.

RECORDER'S MEMORANDUM

INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER, ETC.

July 9, 1981

LOT #2

Field Notes for 12,815 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst pf Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on the Northeast line of said Reserve "C", said point being located South  $38^{\circ} 37' 08''$  East, 112.80 feet from the most Northerly Northeast corner of said Reserve "C";

THENCE South  $38^{\circ} 37' 08''$  East, with the Northeast line of said Reserve "C", a distance of 79.80 feet to a point for corner;

THENCE South  $83^{\circ} 37' 23''$  West, a distance of 214.57 feet to a point for corner on the Easterly right-of-way line of Sunny Shores Drive, 60 feet wide;

THENCE Northerly, with the Easterly right-of-way line of Sunny Shores Drive, along a curve to the left whose radius is 200 feet and central angle is  $19^{\circ} 26' 54''$  and whose long chord bears North  $3^{\circ} 49' 58''$  West, a distance, measured along the arc, of 67.89 feet to a point for corner;

THENCE North  $83^{\circ} 37' 23''$  East, a distance of 169.00 feet to the PLACE OF BEGINNING and containing 12,815 square feet of land.

## RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ALLEGEDLY, DARTBOARD PHOTO COPY, DISCOLORED PAPER, ETC.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

*Charles N. Styron*  
Charles N. Styron, P.E., R.P.S.

Exhibit "A-2"

July 9, 1981

LOT #3

Field Notes for 16,715 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on the Northeast line of said Reserve "C"; said point being located South  $36^{\circ} 37' 08''$  East, 192.60 feet from the most Northerly Northeast corner of said Reserve "C";

THENCE South  $36^{\circ} 37' 08''$  East, with the Northeast line of said Reserve "C", a distance of 79.81 feet to a point for corner on the North right-of-way line of Pennzoil Pipeline Company's 30 foot easement filed under Clerk's File No. E-094117 of the Official Public Records of Real Property of Harris County, Texas;

THENCE South  $83^{\circ} 37' 23''$  West, with the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement, a distance of 285.55 feet to a point for corner on the Easterly right-of-way line of Sunny Shores Drive, 60 feet wide;

THENCE Northerly, with the Easterly right-of-way line of Sunny Shores Drive, along a curve to the left whose radius is 200 feet and central angle is  $21^{\circ} 03' 59''$  and whose long chord bears North  $16^{\circ} 26' 28''$  East, a distance, measured along the arc, of 73.65 feet to a point for corner;

THENCE North  $83^{\circ} 37' 23''$  East, a distance of 214.57 feet to the PLACE OF BEGINNING and containing 16,715 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

RECORDERS MEMORANDUM  
AT THE TIME OF RECORDED THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER, ETC

Exhibit "A-3"

*Charles J. Styzon*  
Charles J. Styzon, P.E., R.P.S.

July 9, 1981

010-81-1821

LOT 14

~~Field Notes for 5,278 square-foot of land out of the John Tiams~~  
Survey, A-479, Harris County, Texas, and being out of Reserve "C",  
Block 12, Pinehurst of Atascocita, Section 3, according to the  
~~plat thereof recorded in Volume 216, Page 36 of the Map Records~~  
of Harris County, Texas:

BEGINNING at the point of intersection of the North right-of-  
way line of Pennzoil Pipeline Company's 30 foot easement filed under  
~~Harris County County Clerk File No. E-094117 of the Records of Real~~  
Property of Harris County, Texas, with the Easterly right-of-way  
line of Sunny Shores Drive, 60 feet wide;

THENCE South  $1^{\circ} 05' 42''$  West, a distance of 30.26 feet to a  
point on the South right-of-way line of said Pennzoil Pipeline Company's  
30 foot easement;

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 90.88 feet to a  
point for corner;

THENCE South  $81^{\circ} 46' 00''$  West, a distance of 20.35 feet to a  
point of curve;

THENCE Northwesterly, along a curve to the right whose radius  
is 50 feet and central angle is  $69^{\circ} 51' 23''$ , a distance of 60.95  
feet to a point of tangent;

THENCE North  $28^{\circ} 22' 37''$  West, a distance of 22.62 feet to a  
point for corner on the Southeasterly right-of-way line of Sunny  
Shores Drive, 60 feet wide;

-1-

Exhibit "A-4"

Field Notes for 5,278 square feet of land, cont'd.....

THENCE Northeasterly, with the Southeasterly right-of-way line of Sunny Shores Drive, along a curve to the left whose radius is 200 feet and central angle is  $30^{\circ} 19' 51''$  and whose long chord bears North  $42^{\circ} 09' 23''$  East, a distance, measured along the arc, of 105.88 feet to the PLACE OF BEGINNING and containing 5,278 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
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PHOTO COPY, DISCOLORED PAPER, ETC.

*Rayburn C. Cherry*  
Rayburn C. Cherry, P.E., R.F.S.

July 9, 1981

LOT #5

Field Notes for 8,008 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on the North right-of-way line of Pennzoil Pipeline Company's 30 foot easement filed under Harris County County Clerk File No. E-094117 of the Records of Real Property of Harris County, Texas, said beginning point being located South  $83^{\circ} 37' 23''$  West, 222.98 feet from the point of intersection of the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement with the Northeasterly line of said Reserve "C";

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 118.71 feet to a point for corner;

THENCE South  $81^{\circ} 46' 00''$  West, a distance of 67.47 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 90.88 feet to an angle point on the South right-of-way line of said Pennzoil Pipeline Company's 30 foot easement;

THENCE North  $1^{\circ} 08' 42''$  East, a distance of 30.26 feet to a point for corner, said point being the intersection of the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement with the Easterly right-of-way line of Sunny Shore's Drive 60 feet wide;

-1-

Exhibit "A-5"

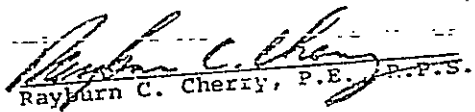
Field Notes for 8,008 square feet of land, cont'd.....

THENCE North  $83^{\circ} 37' 23''$  East, with the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement, a distance of 62.57 feet to the PLACE OF BEGINNING and containing 8,008 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTOGRAPHY, CALCULATED PAPER, ETC.

  
Rayburn C. Cherry, P.E., P.P.S.

July 9, 1981

LOT #6

010-81-1825

Field Notes for 7,935 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinchurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on the North right-of-way line of Pennzoil Pipeline Company's 30 foot easement filed under Harris County Clerk File No. E-094117 of the Records of Real Property of Harris County, Texas, said beginning point being located South  $83^{\circ} 37' 23''$  West, 155.48 feet from the point of intersection of the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement with the Northeasterly line of said Reserve "C";

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 116.52 feet to a point for corner;

THENCE South  $81^{\circ} 46' 00''$  West, a distance of 67.47 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 118.71 feet to a point for corner on the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement;

THENCE North  $83^{\circ} 37' 23''$  East, with the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement, a distance of 67.50 feet to the PLACE OF BEGINNING and containing 7,935 square feet of land.

KATBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

## RECORDER'S MEMORANDUM

ALL INSTRUMENTS FILED FOR RECORDATION THIS  
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*Katburn C. Cherry*  
Katburn C. Cherry, P.E., D.P.S.

Exhibit "A-6"

Revised February 8, 1982  
July 9, 1981

010-81-1826

LOT 17

Field Notes for 7,787 square feet of land out of the John Iiams

Survey, A-479, Harris County, Texas, and being out of Reserve "C",  
Block 12, Pinehurst of Atascocita, Section 3, according to the  
plat thereof recorded in Volume 216, Page 36 of the Map Records  
of Harris County, Texas:

BEGINNING at a point on the North right-of-way line of Penn-  
zoil Pipeline Company's 30 foot easement filed under Harris County  
County Clerk File No. E-094117 of the Records of Real Property of  
Harris County, Texas, said beginning point being located South  
83° 37' 23" West, 87.98 feet from the point of intersection of  
the North right-of-way line of said Pennzoil Pipeline Company's 30  
foot easement with the Northeasterly line of said Reserve "C";

THENCE South 8° 14' 00" East, a distance of 114.34 feet to a  
point for corner;

THENCE South 81° 46' 00" West, a distance of 67.47 feet to a  
point for corner;

THENCE North 8° 14' 00" West, a distance of 116.52 feet to a  
point for corner on the North right-of-way line of said Pennzoil  
Pipeline Company's 30 foot easement;

THENCE North 83° 37' 23" East, with the North right-of-way  
line of said Pennzoil Pipeline Company's 30 foot easement, a dis-  
tance of 67.50 feet to the PLACE OF BEGINNING and containing  
7,787 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS  
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PHOTO COPY, ENCLOSED PLATE, ETC.

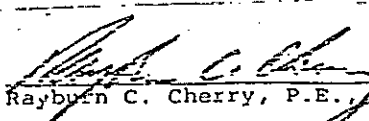
  
Rayburn C. Cherry, P.E., P.F.S.

Exhibit "A-7"

July 9, 1981

010-81-1827

LOT #8

Field Notes for 7,459 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on the North right-of-way line of Pennzoil Pipeline Company's 30 foot easement filed under Harris County, County Clerk File No. E-094117 of the Records of Real Property of Harris County, Texas, said beginning point being located South  $23^{\circ} 37' 23''$  West, 20.48 feet from the point of intersection of the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement with the Northeasterly line of said Reserve "C";

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 98.14 feet to a point for corner;

THENCE Southwesterly, along a curve to the left whose radius is 30 feet and central angle is  $28^{\circ} 35' 04''$  and whose long chord bears South  $52^{\circ} 43' 02''$  West, a distance, measured along the arc, of 14.97 feet to a point of reverse curve;

THENCE Southwesterly, along a curve to the right whose radius is 25 feet and central angle is  $43^{\circ} 20' 30''$ , a distance of 18.91 feet to a point of tangent;

THENCE South  $81^{\circ} 46' 00''$  West, a distance of 37.35 feet to a point for corner;

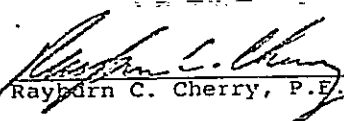
Field Notes for 7,450 square feet of land, cont'd.

THENCE North 8° 14' 00" West, a distance of 114.34 feet to a point for corner on the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement;

THENCE North 83° 37' 23" East, with the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement, a distance of 67.50 feet to the PLACE OF BEGINNING and containing 7,450 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

  
Rayburn C. Cherry, P.E. R.P.S.

July 9, 1981

010-81-1829

LOT # 9

Field Notes for 12,918 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at the most Easterly Northeast corner of said Reserve "C";

THENCE SOUTH, with the most Easterly East line of said Reserve "C", a distance of 104.98 feet to a point for corner;

THENCE South  $82^{\circ} 19' 50''$  West, a distance of 80.99 feet to a point for corner;

THENCE Northwesterly, along a curve to the left whose radius is 30 feet and central angle is  $165^{\circ} 19' 16''$  and whose long chord bears North  $60^{\circ} 19' 48''$  West, a distance, measured along the arc, of 55.15 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 98.14 feet to a point for corner on the North right-of-way line of Pennzoil Pipeline Company's 30 foot easement filed under Harris County County Clerk File No. E-094117 of the Records of Real Property of Harris County, Texas;

THENCE North  $83^{\circ} 37' 23''$  East, with the North right-of-way line of said Pennzoil Pipeline Company's 30 foot easement, a distance of 20.48 feet to a point for corner on the Northeast line of

~~said Reserve "C".~~

Field Notes for 12,918 square feet of land, cont'd.

010-81-1830

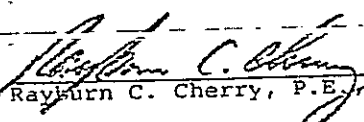
THENCE South  $38^{\circ} 37' 08''$  East, with the Northeast line of  
said Reserve "C", a distance of 23.65 feet to a point for re-  
entrant corner;

THENCE North  $83^{\circ} 37' 23''$  East, with a North line of said  
Reserve "C", a distance of 101.28 feet to the PLACE OF BEGINNING  
and containing 12,918 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

RECORDERS MEMORANDUM

AT THE TIME OF RECORDATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
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PHOTO COPY, DISCOLORED PAPER, ETC.

  
Rayburn C. Cherry, P.E., R.P.S.

July 9, 1981

LOT #10

Field Notes for 8,765 square feet of land out of the John Iiams Survey, A 479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at the most Easterly southeast corner of said Reserve "C";

THENCE South  $81^{\circ} 46' 00''$  West, with a South line of said Reserve "C", a distance of 78.45 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 80.63 feet to a point for corner;

THENCE Northerly, along a curve to the left whose radius is 30 feet and central angle is  $53^{\circ} 45' 03''$  and whose long chord bears North  $19^{\circ} 12' 21''$  East, a distance, measured along the arc, of 28.14 feet to a point for corner;

THENCE North  $82^{\circ} 19' 50''$  East, a distance of 80.99 feet to a point for corner on the most Easterly East line of said Reserve "C";

THENCE SOUTH, with the most Easterly East line of said Reserve "C", a distance of 104.99 feet to the PLACE OF BEGINNING and containing 8,765 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

## RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS  
MEMORANDUM WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, GIBBERISH OR  
PHOTO COPY, DISCLOSED PAPER, ETC.

*Charles J. Styron*  
Charles J. Styron, P.E., R.P.S.

Exhibit "A-10"

July 9, 1981

LOT #11

Field Notes for 5,776 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on a South line of said Reserve "C", said point being located South  $81^{\circ} 46' 00''$  West, 78.45 feet from the most Easterly Southeast corner of said Reserve "C";

THENCE South  $81^{\circ} 46' 00''$  West, with a South line of said Reserve "C", a distance of 70.00 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 90.00 feet to a point for corner;

THENCE North  $81^{\circ} 46' 00''$  East, a distance of 14.76 feet to a point for corner;

THENCE Easterly, along a curve to the right whose radius is 25 feet and central angle is  $43^{\circ} 20' 30''$ , a distance of 18.91 feet to a point of reverse curve;

THENCE Easterly, along a curve to the left whose radius is 30 feet and central angle is  $79^{\circ} 01' 38''$ , a distance of 41.38 feet to a point for corner;

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 80.63 feet to the

PLACE OF BEGINNING and containing 5,776 square feet of land.

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
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RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

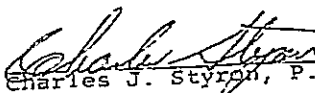
  
Charles J. Styron, P.E., R.P.S.

Exhibit "A-11"

July 9, 1981

LOT #12

Field Notes for 6,075 square feet of land out of the John Iiams

Survey, A-479, Harris County, Texas, and being out of Reserve "C",

Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on a South line of said Reserve "C", said point being located South  $81^{\circ} 46' 00''$  West, 148.45 feet from the most Easterly Southeast corner of said Reserve "C";

THENCE South  $81^{\circ} 46' 00''$  West, with a South line of said Reserve "C", a distance of 67.50 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 90.00 feet to a point for corner;

THENCE North  $81^{\circ} 46' 00''$  East, a distance of 67.50 feet to a point for corner;

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 90.00 feet to the PLACE OF BEGINNING and containing 6,075 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER, ETC.

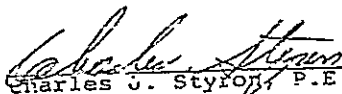
  
Charles J. Styron, P.E., R.P.S.

Exhibit "A-12"

July 9, 1981

LOT #13

Field Notes for 6,075 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinchurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on a south line of said Reserve "C", said point being located South  $81^{\circ} 46' 00''$  West, 215.95 feet from

the most Easterly Southeast corner of said Reserve "C";

THENCE South  $81^{\circ} 46' 00''$  West, with a south line of said Reserve "C", a distance of 67.50 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 90.00 feet to a point for corner;

THENCE North  $81^{\circ} 46' 00''$  East, a distance of 67.50 feet to a point for corner;

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 90.00 feet to the PLACE OF BEGINNING and containing 6,075 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
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PHOTO COPY, DISCOLORING PAPER, ETC

  
Charles J. Styron, P.E., R.P.S.

Exhibit "A-13"

July 9, 1981

LOT #14

Field Notes for 6,075 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinhurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on a South line of said Reserve "C", said point being located South  $81^{\circ} 46' 00''$  West, 283.45 feet from the most Easterly Southeast corner of said Reserve "C";

THENCE South  $81^{\circ} 46' 00''$  West, with a South line of said Reserve "C", a distance of 67.50 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 90.00 feet to a point for corner;

THENCE North  $81^{\circ} 46' 00''$  East, a distance of 67.50 feet to a point for corner;

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 90.00 feet to the PLACE OF BEGINNING and containing 6,075 square feet of land.

## RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

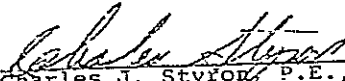
  
Charles J. Styron, P.E., R.P.S.

Exhibit "A-14"

July 9, 1981

01C-81-1836

LOT #15

Field Notes for 6,104 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on a South line of said Reserve "C", said point being located South  $91^{\circ} 46' 00''$  West, 350.95 feet from the most Easterly Southeast corner of said Reserve "C";

THENCE South  $81^{\circ} 46' 00''$  West, with a South line of said Reserve "C", a distance of 67.50 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 93.70 feet to a point for corner;

THENCE Southeasterly, along a curve to the left whose radius is 80 feet and central angle is  $17^{\circ} 29' 32''$ , a distance of 24.43 feet to a point of tangent;

THENCE North  $81^{\circ} 46' 00''$  East, a distance of 43.45 feet to a point for corner;

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 90.00 feet to the PLACE OF BEGINNING and containing 6,104 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

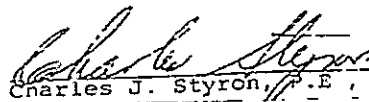
  
Charles J. Styron, P.E., R.P.S.

Exhibit "A-15"

July 2, 1931

010-31-1837

LOT #16

Field Notes for 7,019 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on a South line of said Reserve "C", said point being located South  $81^{\circ} 46' 00''$  West, 418.45 feet from the most Easterly Southeast corner of said Reserve "C";

THENCE South  $81^{\circ} 46' 00''$  West, with a South line of said Reserve "C", a distance of 60.00 feet to a point for corner;

THENCE North  $8^{\circ} 14' 00''$  West, a distance of 163.37 feet to a point for corner on the Southerly right-of-way line of Sunny Shores Drive, 60 feet wide;

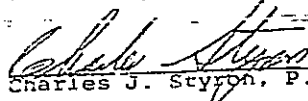
THENCE Northeasterly, with the Southerly right-of-way line of Sunny Shores Drive, along a curve to the left whose radius is 200 feet and central angle is  $0^{\circ} 20' 31''$  and whose long chord bears North  $66^{\circ} 05' 43''$  East, a distance, measured along the arc, of 1.19 feet to a point for corner;

THENCE South  $28^{\circ} 22' 37''$  East, a distance of 22.62 feet to a point of curve;

THENCE Southeasterly, along a curve to the left whose radius is 80 feet and central angle is  $52^{\circ} 21' 31''$ , a distance of 73.11 feet to a point for corner;

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 93.70 feet to the PLACE OF BEGINNING and containing 7,019 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

  
Charles J. Styron, P.E., R.P.S.

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION THIS  
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Exhibit "A-16"

July 9, 1981

010-81-1838

LOT #17

Field Notes for 11,444 square feet of land out of the John Iiams Survey, A-479, Harris County, Texas, and being out of Reserve "C", Block 12, Pinehurst of Atascocita, Section 3, according to the plat thereof recorded in Volume 216, Page 36 of the Map Records of Harris County, Texas:

BEGINNING at a point on a South line of said Reserve "C", said point being located South  $81^{\circ} 46' 00''$  West, 478.45 feet from the most Easterly-Southeast corner of said Reserve "C";

THENCE South  $81^{\circ} 46' 00''$  West, with a South line of said Reserve "C", a distance of 75.00 feet to a point for corner on the East line of a 20 foot storm sewer easement according to the plat of said Pinehurst of Atascocita, Section 3;

THENCE North  $6^{\circ} 22' 37''$  West, with the East line of said 20 foot storm sewer easement, a distance of 156.60 feet to a point for corner on the Southerly right-of-way line of Sunny Shores Drive, 60 feet wide;

THENCE North  $83^{\circ} 37' 23''$  East, with the Southerly right-of-way line of Sunny Shores Drive, a distance of 10.00 feet to a point of curve;

THENCE Easterly, with the Southerly right-of-way line of Sunny Shores Drive, along a curve to the left whose radius is 200 feet and central angle is  $17^{\circ} 21' 25''$ , a distance of 60.59 feet to a point for corner;

THENCE South  $8^{\circ} 14' 00''$  East, a distance of 163.37 feet to the PLACE OF BEGINNING and containing 11,444 square feet of land.

RAYBURN CHERRY ENGINEERS, INC.  
Consulting Engineers

RECORDERS MEMORANDUM  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

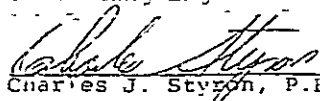
  
Charles J. Styron, P.E., R.P.S.

Exhibit "A-17"

Field Notes for 3.700 acres of land out of the John James Survey,  
1-479, and out of Reserve "C", Block 12, Pinchurst of Atascocita,  
Section 3, according to the plat thereof recorded in volume 226,  
Page 36 of the Map Records of Harris County, Texas:

00-91-1839

BEGINNING at a point on the Easterly right-of-way line of  
Sunny Shores Drive for the most Northerly Northwest corner of said  
Reserve "C", being common to the Southwest corner of Lot 4, Block 12  
Pinchurst of Atascocita, Section 2, according to the plat thereof  
recorded in Volume 212, Page 77 of the Map Records of Harris County,  
Texas;

AT THE TIME OF RECORDING THIS  
INSTRUMENT WAS FOUND TO BE IN COMPLIANCE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
REMARKS OF ACCURACY, CLARITY OR  
BRIEF COPY PREPARED BY: [illegible]

THENCE North  $62^{\circ} 13' 26''$  East, with a Northwest line of said  
Reserve "C", common to the Southeast line of said Lot 4, a distance  
of 130.00 feet to a point for corner;

THENCE South  $38^{\circ} 37' 08''$  East, with a Northeast line of said  
Reserve "C", a distance of 296.06 feet to a point for re-entrant  
corner;

THENCE North  $83^{\circ} 37' 23''$  East, with a North line of said  
Reserve "C", a distance of 101.28 feet to a point for the most  
Easterly Northeast corner of said Reserve "C";

THENCE SOUTH, with an East line of said Reserve "C", a distance  
of 209.97 feet to a point for corner;

THENCE South  $81^{\circ} 46' 00''$  West, with a South line of said  
Reserve "C", a distance of 553.45 feet to a point for corner on  
the East right-of-way line of a 20 foot storm sewer easement  
according to said plat of Pinchurst of Atascocita, Section 3;

THENCE North  $6^{\circ} 22' 37''$  West, with the East right-of-way line  
of said 20 foot storm sewer easement, a distance of 156.60 feet to  
a point for corner on the Southerly right-of-way line of Sunny  
Shores Drive;

THENCE North  $83^{\circ} 37' 23''$  East, with the Southerly right-of-way  
line of Sunny Shores Drive, a distance of 10.00 feet to a point  
corner;

THENCE Northerly, continuing with the Easterly right-of-way  
line of Sunny Shores Drive, along a curve to the left whose radi  
is 200 feet and central angle is  $111^{\circ} 23' 57''$ , a distance of 200  
feet to the PLACE OF BEGINNING and containing 3.700 acres of

EXHIBIT "B"

010-81-1840

STATE OF TEXAS  
COUNTY OF HARRIS

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

MAR 2 2 1982



*Quita Rodriguez*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED

MAR 22 11 05 AM 1982

*Quita Rodriguez*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RETURN TO:

REAMER, DYER & CLAYPOOL, INC.  
1010 LAMAR, SUITE 220  
HOUSTON, TEXAS 77002