

245
DEEDS

D757823

7522525

DECLARATION

154-29-0868

OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS |
 | KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS |
AND MONTGOMERY |

THIS DECLARATION, made on the date hereinafter set forth by FRIENDSWOOD DEVELOPMENT COMPANY and KING RANCH, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the H.T.&B.R.R. Co. No. 3 Survey, Abstract No. 1719 in Harris County, Texas, and Abstract No. 283 in Montgomery County, Texas, the H.T.&B.R.R. Co. No. 5 Survey, A-422 in Harris County, Texas, and Abstract No. 282, in Montgomery County, Texas and in the Harrison McLean Survey, Abstract No. 529 in Harris County, Texas, which is more particularly described as four tracts or parcels of land in Exhibit "A" attached hereto, made a part hereof and incorporated herein for all purposes.

NOW THEREFORE, Declarant hereby declares that all of the properties described above and which may be hereafter added or annexed by Declarant shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Northpark Village Trail Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or apartment, townhouse or patio house living unit or tract of Commercial Land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and for the free flow of pedestrian and bicycle traffic to and from the adjoining common area or areas of an adjoining association or associations and to and from common area or areas contiguous thereto. The Common Area to be owned by the Association at the time of the conveyance of the first lot or tract of Commercial Land is 36.8352 acres of land in the H.T.&B.R.R. Co. No. 3 Survey, Abstract No. 1719 in Harris County, Texas, and Abstract No. 283 in Montgomery County, Texas, the H.T.&B.R.R. Co. No. 5 Survey, Abstract No. 422 in Harris County, Texas, and Abstract No. 282 in Montgomery County, Texas, and in the Harrison McLean Survey, Abstract No. 529 in Harris County, Texas, said 36.8352 acres being more particularly described by metes and bounds in Exhibit "B" attached hereto, made a part hereof and incorporated herein for all purposes.

Section 5. "Lot" shall mean and refer to any plot of land or apartment, townhouse or patio house living unit shown upon any recorded subdivision map of the Properties with the exception of any Commercial Land, public school land, church land and the Common Area.

Section 6. "Commercial Land" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and restricted to commercial use or any plot of land within the boundaries of the Properties which is subject to a

use restriction other than residential by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris or Montgomery County, Texas, with the exception of any Lot, public school land, church land and Common Area.

Section 7. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., its successors and assigns if such successors or assigns should acquire the property from the Declarant for the purpose of development.

154-29-0870

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot or tract of Commercial Land, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot or Commercial Land remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

154-29-0871

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or tract of Commercial Land which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or tract of Commercial Land which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or tract of Commercial Land owned. When more than one person holds an interest in any Lot or tract of Commercial Land, all such persons shall be members. The vote for such Lot or tract of Commercial Land shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or tract of Commercial Land.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot or tract of Commercial Land owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1995.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal 54-29-0872

Obligation of Assessments. The Declarant, for each Lot or tract of Commercial Land owned within the Properties, hereby covenants, and each Owner of any Lot or tract of Commercial Land by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for street lighting, street cleaning and street sweeping of all of that one-half ($\frac{1}{2}$) of Woodland Hills Drive, Northpark Drive and North Lake Houston Parkway streets adjacent to Northpark Village, mowing and maintenance of all of one-half ($\frac{1}{2}$) of the esplanades within such adjacent streets, mowing of, maintenance of surface drainage swales in, removal of dead trees and brush from, cleaning out culverts under pathways on, emptying trash and garbage receptacles located in, care of diseased and insect-infested trees, and repairs of pathways in the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or tract of Commercial Land to an Owner, the maximum annual assessment shall be Twenty-four and no/100 Dollars (\$24.00) per lot and

Thirty-five Cents (\$0.35) per 100 square feet, or fraction thereof, of Commercial Land.

154-29-0873

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or tract of Commercial Land to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or tract of Commercial Land to an Owner, the maximum annual assessment may be increased about 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies

entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and Commercial Lands and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots and Commercial Lands on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot and tract of Commercial Land at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the association setting forth whether the assessments on a specified Lot or tract of Commercial Land have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape

134-29-0874

liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Commercial Land.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or tract of Commercial Land shall not affect the assessment lien. However, the sale or transfer of any Lot or tract of Commercial Land pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or tract of Commercial Land from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20)-year period by an instrument signed by not less than ninety percent (90%) of the Owners,

EA-29-0875

and thereafter by an instrument signed by not less than seventy-five percent (75) of the Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the H.T.&B.R.R. Co. No. 3 Survey, Abstract No. 283 in Montgomery County, Texas, the H.T.&B.R.R. Co. No. 5 Survey, Abstract No. 422 in Harris County, Texas, and Abstract No. 282 in Montgomery County, Texas, the Thomas S. Foster Survey, Abstract No. 1720 in Harris County, Texas and Abstract No. 718 in Montgomery County, Texas, the Richard Williams Survey, Abstract No. 1721 in Harris County, Texas and Abstract No. 660 in Montgomery County, Texas, the M. H. Short Survey, Abstract No. 535 in Harris County, Texas, and the Harrison McLean Survey, Abstract No. 529 in Harris County, Texas, said land being more particularly described in Exhibit "C" attached hereto, may be added or annexed to the land described in Exhibit "A" and made subject to the terms hereof by the Declarant without the consent of members within fifteen (15) years of the date of this instrument provided that the FHA and VA determine that the addition or annexation is in accord with the general plan theretofore approved by them; however, Declarant shall not be obligated to add or annex such additional land. Such additional land which may be added or annexed shall become subject to the Annual Assessment existing at the time of such addition or annexation.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Addition or annexation of additional lands, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7 day of December, 1972.

FRIENDSWOOD DEVELOPMENT COMPANY,
Acting Herein for Itself and for
KING RANCH, INC.
Declarant

ATTEST:

J. E. Byrd
SECRETARY

By J. E. Byrd
J. E. BYRD, VICE PRESIDENT

154-29-0876

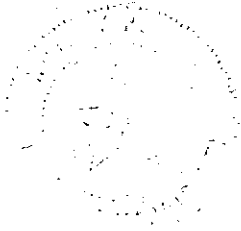
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STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. C. BYRD, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of FRIENDSWOOD DEVELOPMENT COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2 day of December, 1972.



Fern S. Gordon
Notary Public in and for
Harris County, Texas

FERN S. GORDON
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1973

154-29-0877

1972 DEC 11 PM 12 54

~~RETURN TO:
HUBERT SMITH
FRIENDSWOOD DEVELOPMENT Co.
P. O. DRAWER 809
HUMBLE, TEXAS 77338~~

After Recording Return To
G. B. Mitchell, Jr.
Friendswood Development Company
P. O. Drawer 809
Humble, Texas 77338

DESCRIPTION OF 201.0325 ACRES
"SHERWOOD TRAILS"

Being a tract or parcel of land containing 201.0325 acres located in the H.T. & B. R.R. Co. Survey No. 3, Abstract 1719, the H.T. & B. R.R. Co. Survey, No. 5, Abstract 422, and the Harrison McLean Survey, Abstract 529, Harris County, Texas and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

ORIGINAL

COMMENCING for reference at the northeast corner of the aforementioned H.T. & B. R.R. Co. Survey No. 3, being in the west line of said H.T. & B. R.R. Co. Survey No. 5;

THENCE with the common line of said H.T. & B. R.R. Co. Surveys No. 3 and 5, S 02°13'54" E, at 1340.27 feet pass the Harris and Montgomery County Line and continuing to the POINT OF BEGINNING at 1400.71 feet in all;

THENCE leaving said common line N 45°12'50" E, 1458.31 feet to a 5/8" iron rod for corner;

THENCE N 44°47'10" W, 75.00 feet to a 5/8" iron rod for corner;

THENCE N 45°12'50" E, 60.00 feet to a 5/8" iron rod for corner;

THENCE S 44°47'10" E, 75.00 feet to a 5/8" iron rod for corner;

THENCE N 45°12'50" E, 112.00 feet to a 5/8" iron rod for corner;

THENCE S 44°47'10" E, 395.00 feet to a 5/8" iron rod for corner;

THENCE S 59°03'01" E, 208.17 feet to a 5/8" iron rod for corner;

THENCE S 77°24'32" E, 208.17 feet to a 5/8" iron rod for corner;

THENCE N 87°52'35" E, 240.00 feet to a 5/8" iron rod for corner;

THENCE S 76°06'07" E, 94.57 feet to a 5/8" iron rod for corner;

THENCE N 13°53'53" E, 75.00 feet to a 5/8" iron rod for corner;

THENCE S 76°06'07" E, 60.00 feet to a 5/8" iron rod for corner;

THENCE S 13°53'53" W, 75.00 feet to a 5/8" iron rod for corner;

THENCE S 76°06'07" E, 13.00 feet to a 5/8" iron rod for corner;

THENCE S 43°... E, ... feet to a 5/8" iron rod for corner;

THENCE S 75°... E, ... feet to a 5/8" iron rod for corner;

THENCE S 26°... W, ... feet to a 5/8" iron rod for corner;

THENCE S 75°... E, ... feet to a 5/8" iron rod for corner;

THENCE S 26°... E, ... feet to a 5/8" iron rod for corner;

THENCE S 75°... E, ... feet to a 5/8" iron rod for corner;

THENCE S 13°... E, 17.36 feet to a 5/8" iron rod for corner;

134-29-0818

DESCRIPTION OF 201.0325 ACRES
"SHERWOOD TRAILS" - continued

THENCE S 18°08'44" E, 17.74 feet to a 5/8" iron rod for corner on the arc of a curve;

THENCE 116.74 feet along the arc of a curve to the right having a chord which bears N 84°15'44" E, 116.53 feet, a central angle of 11°31'52" and a radius of 580.00 feet to a 5/8" iron rod for corner on said arc;

THENCE S 00°01'40" W, 60.00 feet to a 5/8" iron rod for corner on the arc of a curve;

THENCE 97.66 feet along the arc of a curve to the left having a chord which bears S 84°38'57" W, 97.52 feet, a central angle of 10°45'38" and a radius of 520.00 feet to a 5/8" iron rod for corner on said arc;

THENCE S 18°08'44" E, 89.18 feet to a 5/8" iron rod for corner;

THENCE S 02°07'25" E, at 125.63 pass the common line of aforementioned H.T. & B. R.R. Co. No. 5 and Harrison McLean Surveys and continuing to a 5/8" iron rod for corner on the arc of a curve at 140.00 feet in all;

THENCE along the arc of a curve to the left having a chord which bears S 82°47'41" W, a central angle of 10°09'46" and a radius of 3050.00 feet for a distance of 540.99 feet to a 5/8" iron rod, a point of reverse curve;

THENCE along the arc of a curve to the right having a chord which bears S 82°47'41" W, a central angle of 10°09'46" and a radius of 2950.00 feet at 430.65 feet pass the aforementioned common line of the H.T. & B. R.R. Co. No. 5 and Harrison McLean Surveys and continuing to a 5/8" iron rod, a point of tangency at 523.25 feet in all;

THENCE S 87°12'35" W, 100.00 feet to a 5/8" iron rod for corner;

THENCE S 02°07'25" E, 50.00 feet to a 5/8" iron rod for corner;

THENCE S 87°12'35" W, 50.00 feet to a 5/8" iron rod for corner;

THENCE S 02°07'25" W, 50.00 feet to a 5/8" iron rod for corner;

THENCE S 87°12'35" W, 1253.00 feet to a 5/8" iron rod for corner;

THENCE S 02°07'25" E, 50.00 feet to a 5/8" iron rod for corner;

THENCE S 87°12'35" W, 80.00 feet to a 5/8" iron rod for corner;

THENCE S 02°07'25" W, 50.00 feet to a 5/8" iron rod for corner;

THENCE S 87°12'35" W, at 742.36 feet pass the aforementioned common line of H.T. & B. R.R. Co. Surveys No. 3 and 5 and continuing to a 5/8" iron rod for corner at 750.00 feet in all;

THENCE S 02°07'25" W, 452.75 feet to a 5/8" iron rod, the beginning of a curve;

THENCE along the arc of a curve to the left having a chord which bears N 84°15'44" E, a central angle of 11°31'52" and a radius of 5050.00 feet for a distance of 1000.00 feet to a 5/8" iron rod for corner on said arc;

- continued -

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DESCRIPTION OF 201.0325 ACRES
"SHERWOOD TRAILS" - continued

THENCE S 87°52'35" W, 50.04 feet to a 5/8" iron rod for corner on the arc of a curve;
THENCE along the arc of a curve to the left having a chord which bears N 04°58'50" W,
a central angle of 00°55'03" and a radius of 5000.00 feet for a distance of 80.06 feet
to a 5/8" iron rod, for corner on said arc;
THENCE N 87°52'35" E, 50.08 feet to a 5/8" iron rod for corner on the arc of a curve;
THENCE along the arc of a curve to the left having a chord which bears N 11°43'16" W,
a central angle of 12°37'46" and a radius of 5050.00 feet for a distance of 1113.14
feet to a 5/8" iron rod for corner on said arc;
THENCE N 45°12'50" E, 440.74 feet to the POINT OF BEGINNING and containing 201.0325
acres of land.

Compiled by:
Turner, Collie & Braden, Inc.
Consulting Engineers
Houston Port Arthur
August 2, 1972 Job No. 1023-048
Revised August 15, 1972 Job No. 1023-066
Revised September 13, 1972 Job No. 1023-082

DESCRIPTION OF 36.8352 ACRES
 "GREENBELT ADJACENT TO PROPOSED SHERWOOD TRAILS"

154-29-0881

Being tracts or parcels of land containing 36.8352 acres located in the H.T. & B. R.R. Co. Survey No. 3, Abstract 1719, Harris County, Texas and Abstract 283, Montgomery County, Texas, the H.T. & B. R.R. Co. Survey No. 5, Abstract 422, Harris County, Texas and Abstract 282, Montgomery County, Texas and the Harrison McLean Survey, Abstract 529, Harris County, Texas, said 36.8352 acres being in three (3) parcels and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

PARCEL 1

COMMENCING for reference at the northeast corner of aforementioned H.T. & B. R.R. Co. Survey No. 3, being in the west line of said H.T. & B. R.R. Co. Survey No. 5;

THENCE with the common line of said H.T. & B. R.R. Co. Surveys S 02°13'54" E, 1283.08 feet to the POINT OF BEGINNING;

THENCE leaving said line N 45°12'50" E, 1642.60 feet to a point for corner;

THENCE S 44°47'10" E, at 42.13 feet pass the Harris and Montgomery County Line and continuing to a point for corner at 1027.56 feet in all;

THENCE S 58°03'01" E, 165.15 feet to a point for corner;

THENCE S 77°24'32" E, 163.22 feet to a point for corner;

THENCE N 87°52'35" E, 530.00 feet to a point for corner;

THENCE S 69°00'13" E, 551.55 feet to a point for corner;

THENCE S 88°46'52" E, 470.11 feet to a point for corner;

THENCE S 12°36'52" W, at 710.37 feet pass the common line of aforementioned H.T. & B. R.R. Co. No. 5 and Harrison McLean Surveys and continuing to a point for corner at 853.06 feet in all;

THENCE S 02°07'25" E, 1453.75 feet to a point for corner on the arc of a curve in the northerly line of proposed North Park Drive (varying width);

THENCE with the northerly line of proposed North Park Drive along the arc of a curve to the left having a chord which bears S 84°13'40" W, a central angle of 13°01'43" and a radius of 3000.00 feet for a distance of 682.18 feet to a point of reverse curve;

THENCE continuing with said northerly line along the arc of a curve to the right having a chord which bears S 82°47'41" W, a central angle of 10°09'46" and a radius of 3000.00 feet at 475.52 feet pass the common line of aforementioned H.T. & B. R.R. Co. No. 5 and Harrison McLean Surveys and continuing to a point of tangency at 532.12 feet in all;

THENCE continuing with said northerly line S 87°52'35" W, 120.00 feet to a point for corner;

THENCE leaving the northerly line of proposed North Park Drive N 02°07'25" W, 50.00 feet to a point for corner;

THENCE N 87°52'35" E, 120.00 feet to the beginning of a curve;

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DESCRIPTION OF 36.8002 ACRES
 "GREENBELT ADJACENT TO PROPOSED SHERWOOD TRAILS"

THENCE along the arc of a curve to the left having a chord which bears N 82°47'41" E, a central angle of 10°09'46", a radius of 2950.00 feet at 92.60 feet pass the aforementioned common line of the H.T. & B. R.R. Co. No. 5 and Harrison McLean Surveys and continuing to a point of reverse curve at 523.25 feet in all;

THENCE along the arc of a curve to the right having a chord which bears N 82°47'41" E, a central angle of 10°09'46" and a radius of 3050.00 feet for a distance of 540.99 feet to a point for corner on said arc;

THENCE N 02°07'25" W, at 1274.37 feet pass the aforementioned common line of the H.T. & B. R.R. Co. No. 5 and Harrison McLean Surveys, and continuing to a point for corner at 1400.00 feet in all;

THENCE N 18°08'44" W, 89.18 feet to a point for corner on the arc of a curve;

THENCE 97.66 feet along the arc of a curve to the right having a chord of N 84°38'51" E, 97.52 feet, a central angle of 10°45'38" and a radius of 520.00 feet to a point for corner on said arc;

THENCE N 00°01'40" E, 60.00 feet to a point for corner on the arc of a curve;

THENCE 116.74 feet along the arc of a curve to the left having a chord of S 84°15'44" E, a central angle of 11°31'52" and a radius of 580.00 feet to a point for corner on said arc;

THENCE N 18°08'44" W, 17.74 feet to a point for corner;

THENCE N 31°00'00" W, 167.37 feet to a point for corner;

THENCE N 47°07'25" W, 255.00 feet to a point for corner;

THENCE S 42°52'35" W, 104.00 feet to a point for corner;

THENCE N 47°07'25" W, 189.00 feet to a point for corner;

THENCE N 42°52'35" E, 104.00 feet to a point for corner;

THENCE N 47°07'25" W, 241.00 feet to a point for corner;

THENCE N 63°07'43" W, 167.37 feet to a point for corner;

THENCE N 76°06'07" W, 13.00 feet to a point for corner;

THENCE N 13°53'53" E, 75.00 feet to a point for corner;

THENCE N 76°06'07" W, 60.00 feet to a point for corner;

THENCE S 13°53'53" W, 75.00 feet to a point for corner;

THENCE N 76°06'07" W, 94.37 feet to a point for corner;

THENCE S 87°52'35" W, 240.00 feet to a point for corner;

THENCE N 77°24'32" W, 208.17 feet to a point for corner;

THENCE N 58°03'01" W, 208.17 feet to a point for corner;

- continued -

DESCRIPTION OF 36.8352 ACRES
"GREENBELT ADJACENT TO PROPOSED SHIRWOOD TRAILS"

THENCE N 44°47'10" W, 895.00 feet to a point for corner;

THENCE S 45°12'50" W, 112.00 feet to a point for corner;

THENCE N 44°47'10" W, 75.00 feet to a point for corner;

THENCE S 45°12'50" W, 60.00 feet to a point for corner;

THENCE S 44°47'10" E, 75.00 feet to a point for corner;

THENCE S 45°12'50" W, at 1458.31 feet pass the aforementioned common line of the H.T. & B. R.R. Co. Surveys Number 3 and 5, and continuing to a point for corner on the arc of a curve at 1899.05 feet in all;

THENCE along the arc of a curve to the right having a chord which bears S 11°43'16" E, a central angle of 12°37'46" and a radius of 5050.00 feet for a distance of 1113.14 feet to a point for corner on said arc;

THENCE S 87°52'35" W, 50.08 feet to a point for corner on the arc of a curve on the easterly line of proposed Woodland Hills Drive (100.00 feet wide);

THENCE with the easterly line of proposed Woodland Hills Drive along the arc of a curve to the left having a chord which bears N 12°32'59" W, a central angle of 14°13'16" and a radius of 5000.00 feet at 1194.40 feet pass the aforementioned Harris and Montgomery County Line and continuing to a point for corner on said arc at 1241.04 feet in all;

THENCE leaving said easterly line N 45°12'50" E, 561.10 feet to the POINT OF BEGINNING and containing 2.1410 acres in Montgomery County and 31.4320 acres in Harris County for a total of 33.5730 acres of land.

PARCEL II

COMMENCING for reference at the southwest corner of the aforementioned H.T. & B. R.R. Co. Survey No. 5, being in the east line of said H.T. & B. R.R. Co. Survey No. 3;

THENCE with the common line of said H.T. & B. R.R. Co. Surveys Number 3 and 5, N 02°13'54" W, 1215.97 feet to a point in the northerly line of proposed North Park Drive;

THENCE N 87°52'35" E, 822.27 feet to the POINT OF BEGINNING;

THENCE leaving said northerly line N 02°07'25" W, 50.00 feet to a point for corner;

THENCE N 87°52'35" E, 1253.00 feet to a point for corner;

THENCE S 02°07'25" E, 50.00 feet to a point for corner in the aforementioned northerly line of proposed North Park Drive;

THENCE with the northerly line of proposed North Park Drive S 87°52'35" W, 1253.00 feet to the POINT OF BEGINNING and containing 1.4382 acres of land.

PARCEL III

COMMENCING for reference at the aforementioned southwest corner of the H.T. & B. R.R. Co. Survey No. 3;

- continued -

DESCRIPTION OF 36.8352 ACRES
 "GREENBELT ADJACENT TO PROPOSED SHERWOOD TRAILS"

THENCE with the common line of the H.T. & B. R.R. Co. Surveys Numbers 3 and 5,
 N 02°13'54" W, 1215.97 feet to the POINT OF BEGINNING, being in the northerly line
 of proposed North Park Drive (varying width);

154-29-0884

THENCE with the northerly line of proposed North Park Drive S 87°52'35" W, 184.73 feet
 to a point for corner in the easterly line of proposed Woodland Hills Drive (100.00
 feet wide);

THENCE with the easterly line of proposed Woodland Hills Drive N 02°07'25" W, 502.75
 feet to the beginning of a curve;

THENCE continuing with said easterly line along the arc of a curve to the left having
 a chord which bears N 03°19'22" W, a central angle of 02°23'52" and a radius of 5000.00
 feet for a distance of 209.28 feet to a point for corner on said curve;

THENCE leaving said easterly line N 87°52'35" E, 50.04 feet to a point for corner on
 the arc of a curve;

THENCE along the arc of a curve to the right having a chord which bears S 03°18'39" E,
 a central angle of 02°22'28" and a radius of 5050.00 feet for a distance of 209.28 feet
 to a point of tangency;

THENCE S 02°07'25" E, 452.75 feet to a point for corner;

THENCE N 87°52'35" E, at 134.64 feet pass the aforementioned common line of the H.T. & B.
 R.R. Co. Surveys Numbers 3 and 5 and continuing to a point for corner at 877.00 feet in
 all;

THENCE S 02°07'25" E, 50.00 feet to a point for corner in the aforementioned northerly
 line of proposed North Park Drive;

THENCE with the northerly line of proposed North Park Drive S 87°52'35" W, 742.27 feet
 to the POINT OF BEGINNING and containing 1.8240 acres of land.

Compiled by:
 Turner, Collie & Braden, Inc.
 Consulting Engineers
 Houston Port Arthur
 July 21, 1972 Job No. 1023-054
 Revised August 15, 1972
 Revised October 18, 1972 Job No. 1023-102

DESCRIPTION OF 36.8352 ACRES
"GREENBLT ADJACENT TO PROPOSED SHERWOOD TRAILS"

154-29-0885

Being tracts or parcels of land containing 36.8352 acres located in the H.T. & B. R.R. Co. Survey No. 3, Abstract 1719, Harris County, Texas and Abstract 283, Montgomery County, Texas, the H.T. & B. R.R. Co. Survey No. 5, Abstract 422, Harris County, Texas and Abstract 282, Montgomery County, Texas and the Harrison McLean Survey, Abstract 529, Harris County, Texas, said 36.8352 acres being in three (3) parcels and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

PARCEL I

COMMENCING for reference at the northeast corner of aforementioned H.T. & B. R.R. Co. Survey No. 3, being in the west line of said H.T. & B. R.R. Co. Survey No. 5;

THENCE with the common line of said H.T. & B. R.R. Co. Surveys S 02°13'54" E, 1283.08 feet to the POINT OF BEGINNING;

THENCE leaving said line N 45°12'50" E, 1642.60 feet to a point for corner;

THENCE S 44°47'10" E, at 42.13 feet pass the Harris and Montgomery County Line and continuing to a point for corner at 1027.56 feet in all;

THENCE S 58°03'01" E, 165.15 feet to a point for corner;

THENCE S 7°11'32" E, 160.22 feet to a point for corner;

THENCE S 37°12'35" E, 530.00 feet to a point for corner;

THENCE S 69°00'13" E, 551.55 feet to a point for corner;

THENCE S 88°46'52" E, 470.11 feet to a point for corner;

THENCE S 12°36'52" W, at 710.37 feet pass the common line of aforementioned H.T. & B. R. Co. No. 5 and Harrison McLean Surveys and continuing to a point for corner at 853.06 feet in all;

THENCE S 02°07'25" E, 1453.75 feet to a point for corner on the arc of a curve in the northerly line of proposed North Park Drive (varying width);

THENCE with the northerly line of proposed North Park Drive along the arc of a curve to the left having a chord which bears S 84°13'40" W, a central angle of 13°01'43" and a radius of 3000.00 feet for a distance of 682.18 feet to a point of reverse curve;

Continuing with said northerly line along the arc of a curve to the right having a chord which bears S 82°47'41" W, a central angle of 10°09'46" and a radius of 3000.0 feet at 475.52 feet pass the common line of aforementioned H.T. & B. R.R. Co. No. 5 and Harrison McLean Surveys and continuing to a point of tangency at 532.12 feet in all;

THENCE continuing with said northerly line S 87°52'35" W, 120.00 feet to a point for corner;

THENCE leaving the northerly line of proposed North Park Drive N 02°07'25" W, 50.00 feet to a point for corner;

THENCE S 87°52'35" E, 120.00 feet to the beginning of a curve;

- continued -

DESCRIPTION OF 36.8052 ACRES
 "GREENSBILT ADJACENT TO PROPOSED SHERWOOD TRAILS"

THENCE along the arc of a curve to the left having a chord which bears N 82°47'41" E, a central angle of 10°09'46", a radius of 2950.00 feet at 92.60 feet pass the aforementioned common line of the H.T. & B. R.R. Co. No. 5 and Harrison McLean Surveys and continuing to a point of reverse curve at 523.25 feet in all;

THENCE along the arc of a curve to the right having a chord which bears N 82°47'41" E, a central angle of 10°09'46" and a radius of 3050.00 feet for a distance of 540.99 feet to a point for corner on said arc;

THENCE N 02°07'25" W, at 1274.37 feet pass the aforementioned common line of the H.T. & B. R.R. Co. No. 5 and Harrison McLean Surveys, and continuing to a point for corner at 1400.00 feet in all;

THENCE N 18°08'44" W, 89.18 feet to a point for corner on the arc of a curve;

THENCE 97.66 feet along the arc of a curve to the right having a chord of N 84°38'51" E, 97.52 feet, a central angle of 10°45'38" and a radius of 520.00 feet to a point for corner on said arc;

THENCE N 00°01'40" E, 60.00 feet to a point for corner on the arc of a curve;

THENCE 116.74 feet along the arc of a curve to the left having a chord of S 84°15'44" W, a central angle of 11°31'52" and a radius of 580.00 feet to a point for corner on said arc;

THENCE N 18°08'44" W, 17.74 feet to a point for corner;

THENCE N 31°00'00" W, 167.37 feet to a point for corner;

THENCE N 47°07'25" W, 255.00 feet to a point for corner;

THENCE S 42°52'35" W, 104.00 feet to a point for corner;

THENCE N 47°07'25" W, 189.00 feet to a point for corner;

THENCE N 42°52'35" E, 104.00 feet to a point for corner;

THENCE N 47°07'25" W, 241.00 feet to a point for corner;

THENCE N 63°07'43" W, 167.37 feet to a point for corner;

THENCE N 76°06'07" W, 13.00 feet to a point for corner;

THENCE N 13°53'53" E, 75.00 feet to a point for corner;

THENCE N 76°06'07" W, 60.00 feet to a point for corner;

THENCE S 13°53'53" W, 75.00 feet to a point for corner;

THENCE N 76°06'07" W, 94.37 feet to a point for corner;

THENCE S 87°52'35" W, 240.00 feet to a point for corner;

THENCE N 77°24'32" W, 208.17 feet to a point for corner;

THENCE N 58°03'01" W, 208.17 feet to a point for corner;

- continued -

DESCRIPTION OF 36.8352 ACRES
 "GREENBELT ADJACENT TO PROPOSED SHERWOOD TRAILS"

THENCE N 44°47'10" W, 895.00 feet to a point for corner;
 THENCE S 45°12'50" W, 112.00 feet to a point for corner;
 THENCE N 44°47'10" W, 75.00 feet to a point for corner;
 THENCE S 45°12'50" W, 60.00 feet to a point for corner;
 THENCE S 44°47'10" E, 75.00 feet to a point for corner;

154-29-0887

THENCE S 45°12'50" W, at 1458.31 feet pass the aforementioned common line of the H.T. & B. R.R. Co. Surveys Number 3 and 5, and continuing to a point for corner on the arc of a curve at 1899.05 feet in all;

THENCE along the arc of a curve to the right having a chord which bears S 11°43'16" E, a central angle of 12°37'46" and a radius of 5050.00 feet for a distance of 1113.14 feet to a point for corner on said arc;

THENCE S 87°52'35" W, 50.08 feet to a point for corner on the arc of a curve on the easterly line of proposed Woodland Hills Drive (100.00 feet wide);

THENCE with the easterly line of proposed Woodland Hills Drive along the arc of a curve to the left having a chord which bears N 12°32'59" W, a central angle of 14°13'16" and a radius of 5000.00 feet at 1194.40 feet pass the aforementioned Harris and Montgomery County Line and continuing to a point for corner on said arc at 1241.04 feet in all;

THENCE leaving said easterly line N 45°12'50" E, 561.10 feet to the POINT OF BEGINNING and containing 2.1410 acres in Montgomery County and 31.4320 acres in Harris County for a total of 33.5730 acres of land.

PARCEL II

COMMENCING for reference at the southwest corner of the aforementioned H.T. & B. R.R. Co. Survey No. 5, being in the east line of said H.T. & B. R.R. Co. Survey No. 3;

THENCE with the common line of said H.T. & B. R.R. Co. Surveys Number 3 and 5, N 02°13'54" W, 1215.97 feet to a point in the northerly line of proposed North Park Drive;

THENCE N 87°52'35" E, 822.27 feet to the POINT OF BEGINNING;

THENCE leaving said northerly line N 02°07'25" W, 50.00 feet to a point for corner;

THENCE N 87°52'35" E, 1253.00 feet to a point for corner;

THENCE S 02°07'25" E, 50.00 feet to a point for corner in the aforementioned northerly line of proposed North Park Drive;

THENCE with the northerly line of proposed North Park Drive S 87°52'35" W, 1253.00 feet to the POINT OF BEGINNING and containing 1.4382 acres of land.

PARCEL III

COMMENCING for reference at the aforementioned southwest corner of the H.T. & B. R.R. Co. Survey No. 3;

- continued -

DESCRIPTION OF 36.8352 ACRES
 "GREENBELT ADJACENT TO PROPOSED SHERWOOD TRAILS"

THENCE with the common line of the H.T. & B. R.R. Co. Surveys Numbers 3 and 5, N 02°13'54" W, 1215.97 feet to the POINT OF BEGINNING, being in the northerly line of proposed North Park Drive (varying width);

THENCE with the northerly line of proposed North Park Drive S 87°52'35" W, 184.73 feet to a point for corner in the easterly line of proposed Woodland Hills Drive (100.00 feet wide);

154-29-0888

THENCE with the easterly line of proposed Woodland Hills Drive N 02°07'25" W, 502.75 feet to the beginning of a curve;

THENCE continuing with said easterly line along the arc of a curve to the left having a chord which bears N 03°19'22" W, a central angle of 02°23'52" and a radius of 5000.00 feet for a distance of 209.28 feet to a point for corner on said curve;

THENCE leaving said easterly line N 87°52'35" E, 50.04 feet to a point for corner on the arc of a curve;

THENCE along the arc of a curve to the right having a chord which bears S 03°18'39" E, a central angle of 02°22'28" and a radius of 5050.00 feet for a distance of 209.28 feet to a point of tangency;

THENCE S 02°07'25" E, 452.75 feet to a point for corner;

THENCE N 87°52'35" E, at 134.64 feet pass the aforementioned common line of the H.T. & B. R.R. Co. Surveys Numbers 3 and 5 and continuing to a point for corner at 877.00 feet in all;

THENCE S 02°07'25" E, 50.00 feet to a point for corner in the aforementioned northerly line of proposed North Park Drive;

THENCE with the northerly line of proposed North Park Drive S 87°52'35" W, 742.27 feet to the POINT OF BEGINNING and containing 1.8240 acres of land.

Compiled by:
 Turner, Collie & Braden, Inc.
 Consulting Engineers
 Houston Port Arthur
 July 21, 1972 Job No. 1023-054
 Revised August 15, 1972
 Revised October 18, 1972 Job No. 1023-102

DESCRIPTION OF NORTHPARK VILLAGE

Being a tract or parcel of land containing 571.5619 acres, located in the H.T.&B.R.R. Co. Survey, Number 3, Abstract 1719, Harris County, and Abstract 283, Montgomery County, the H.T.&B.R.R. Co. Survey Number 5, Abstract 282, Montgomery County and Abstract 422, Harris County, the Thomas S. Foster Survey, Abstract 718, Montgomery County and Abstract 1720, Harris County, the Richard Williams Survey Abstract 660, Montgomery County and Abstract 1721, Harris County, the M. H. Short Survey, Abstract 535, Harris County and the Harrison McLean Survey, Abstract 529, Harris County, Texas, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

BEGINNING at the northeast intersection of proposed Woodland Hills Drive (100.00 feet wide) and proposed North Park Drive (varying width);

THENCE with the easterly line of Woodland Hills Drive N 02°07'25" W, 502.75 feet to the beginning of a curve;

THENCE continuing with said easterly line along the arc of a curve to the left having a chord of N 12°31'58" W, 1806.78 feet, a central angle of 20°49'07" and a radius of 5000.00 feet, at 1483.73 feet pass the Harris and Montgomery County line and continuing to a point of reverse curve at 1816.75 feet in all;

THENCE continuing with said easterly line, 1239.37 feet along the arc of a curve to the right, having a chord of N 15°50'28" W, 1236.21 feet, a central angle of 14°12'08" and a radius of 5000.00 feet to a point for corner on said arc;

THENCE leaving said easterly line N 88°03'25" E, 256.54 feet to a point for corner;

THENCE N 01°56'36" W, 72.22 feet to a point for corner;

THENCE N 88°03'29" E, 44.71 feet to a point for corner;

THENCE S 40°30'15" E, at 801.01 feet pass the common line of aforementioned H.T.&B.R.R. Co. Surveys Numbers 3 and 5 and continuing to a point for corner at 819.34 feet in all;

THENCE N 66°15'32" E, 646.67 feet to a point for corner;

THENCE N 02°08'55" W, at 600.36 feet pass the northerly line of aforementioned H.T.&B.R.R. Co. Survey Number 5 and the southwest corner of aforementioned Thomas S. Foster Surveys and continuing with the westerly line of said Foster Survey to its northwest corner at 1919.73 feet in all, same being the southwest corner of aforementioned Richard Williams Survey;

THENCE with the westerly line of said Williams Survey N 02°16'00" W, 918.92 feet to a point for corner on said line;

THENCE leaving said westerly line N 83°18'17" E, 2657.08 feet to the beginning of a curve

THENCE 62.35 feet along the arc of a curve to the left having a chord of N 82°42'22" E, 62.35 feet, a central angle of 01°11'48" and a radius of 2985.18 feet to a point for corner on said arc;

DESCRIPTION OF NORTHPARK VILLAGE

THENCE S 02°39'33" E, at 806.02 feet pass the aforementioned Harris and Montgomery County line, at 1121.14 feet pass the common line of aforementioned Williams and Foster Surveys and continuing to a point for corner at 1319.23 feet in all;

THENCE N 86°32'57" E, at 1549.34 feet pass the common line of aforementioned Foster and Short Surveys and continuing to a point for corner at 2068.53 feet in all;

THENCE N 02°32'43" W, 1274.73 feet to a point for corner in the southerly line of Hamblem Road (80.00 feet wide);

154-29-0890

THENCE with the southerly line of Hamblem Road S 56°52'32" E, at 1088.34 feet pass the common line of aforementioned Short and McLean Surveys and continuing to a point for corner on the arc of a curve in the westerly line of the proposed extension of North Lake Houston Parkway (varying width) at 1250.17 feet in all;

THENCE with the westerly line of the proposed extension of North Lake Houston Parkway, the following:

242.07 feet along the arc of a curve to the right having a chord of S 26°06'48" W, 241.92 feet, a central angle of 06°56'05" and a radius of 2000.00 feet to a point of tangency;

S 29°34'51" W 293.80 feet to the beginning of a curve;

340.80 feet along the arc of a curve to the left having a chord of S 24°41'51" W, 340.38 feet, a central angle of 09°45'47" and a radius of 2000.00 feet to a point of compound curve;

2951.20 feet along the arc of a curve to the left having a chord of S 07°40'36" E, 2839.23 feet, a central angle of 54°59'20" and a radius of 3075.00 feet to a point of reverse curve;

1623.82 feet along the arc of a curve to the right having a chord of S 23°19'09" E, 1612.26 feet, a central angle of 23°42'14" and a radius of 3925.00 feet to a point of tangency;

S 11°28'02" E, 708.65 feet to a point for corner on the arc of a curve in the aforementioned proposed northerly line of North Park Drive;

THENCE with the proposed northerly line of North Park Drive, the following:

2010.39 feet along the arc of a curve to the right having a chord of N 88°48'47" W, 1997.60 feet, a central angle of 22°24'36" and a radius of 5140.00 feet to a point of reverse curve;

530.00 feet along the arc of a curve to the left having a chord of N 80°06'27" W, 529.83 feet, a central angle of 04°59'57" and a radius of 6074.25 feet to a point of reverse curve;

314.82 feet along the arc of a curve to the right having a chord of N 79°36'04" W, 314.67 feet, a central angle of 06°00'45" and a radius of 3000.00 feet to a point of reverse curve;

DESCRIPTION OF NORTHPARK VILLAGE .

1345.22 feet along the arc of a curve to the left having a chord of N 89°26'26" W, 1333.98 feet, a central angle of 25°41'31" and a radius of 3000.00 feet to a point of reverse curve;

154-29-089

Along the arc of a curve to the right having a chord of S 82°47'41" W, 531.42 feet, a central angle of 10°09'46" and a radius of 3000.00 feet at 475.52 feet pass the common line of aforementioned H.T.&B.R.R. Co. Survey Number 5 and the Harrison McLean Survey, and continuing to a point of tangency at 532.12 feet in all;

S 87°52'35" W, at 2275.27 feet pass the common line of aforementioned H.T.&B.R. Co. Surveys Numbers 3 and 5, and continuing to the POINT OF BEGINNING at 2460.0 feet in all and containing 144.8366 acres in Montgomery County and 664.5930 acres in Harris County, for a total of 809.4296 acres of land, SAVE AND EXCEPT therefrom 201.0325 acres and 36.8352 acres described in EXHIBITS "A" and "B", respectively, attached to this Declaration of Covenants, Conditions and Restrictions, leaving net acreage of 571.5619 acres of land.