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BAY COLONY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS I
COUNTY OF GALVESTON I

KNOW ALL MEN BY THESE PRESENTS:

THAT this Declaration (hereinafter called the "Declaration") is made on this the 11th day of November, 1985, by MIDLANDS ASSOCIATES, a Texas joint venture composed of TRENDMAKER, INC., a Texas corporation, and COMMONWEALTH REALTY DEVELOPMENT, INC., a Texas corporation (hereinafter called and referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property (the surface estate of which is hereinafter called and referred to as the "Property" or BAY COLONY) in the Perry and Austin Upper League, Abstract No. 19, in Galveston County, Texas, and which is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant desires to develop the Property into an office, retail, commercial, school, church, medical and residential community, together with any other land which Declarant in its sole discretion may hereafter add thereto, and to provide and adopt a uniform plan of covenants, easements, restrictions, conditions, reservations, charges and liens designed to govern, control and preserve the values and amenities of the Property for the better development, improvement, sale, use and enjoyment of the Property as an office, retail, commercial, school, church, medical and residential community; and

WHEREAS, Declarant desires to provide for the maintenance of certain esplanades, landscape berms and buffers owned as easement rights by Declarant, its successors and assigns, and maintenance of subdivision entrances, entry lighting, signs and markers, if any; green belts; public street lighting and dedicated public streets; and to this end desires to subject the Property, together with such additional lands as may hereafter be made subject hereto, to the covenants, easements, conditions, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and all additions thereto, and each owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association (hereinafter defined) to which shall be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated the BAY COLONY COMMUNITY IMPROVEMENT ASSOCIATION, INC., a non-profit organization created under the laws of the State of Texas, and has established the By-Laws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following plan of development, easements, restrictions, reservations, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon said Property and shall run with the Property and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each owner of any part of the Property.

ARTICLE I.

DEFINITIONS

Section 1. Wherever used in this Declaration, the following terms shall have the following meanings:

"ARC" - shall mean and refer to the Architectural Review Committee for BAY COLONY.

"ASSOCIATION" - shall mean and refer to BAY COLONY COMMUNITY IMPROVEMENT ASSOCIATION, INC., its successors and assigns.

"BOARD" - shall mean and refer to the Board of Directors of the Association.

"BUILDING HEIGHT" - shall mean and refer to the distance from the highest finished grade to the top of the roof or parapet wall, whichever is the higher.

"DECLARANT" - shall mean and refer to MIDLANDS ASSOCIATES, a Texas joint venture composed of TRENDMAKER, INC., a Texas corporation, and

COMMONWEALTH REALTY DEVELOPMENT, INC., a Texas corporation, its successors and assigns: (i) if such successors or assigns should acquire more than one (1) Tract from Declarant; and (ii) if such successors or assigns are designated in writing by such Declarant, as a successor or assign of all or part of the rights of Declarant.

"DEVELOPMENT GUIDELINES" - shall mean and refer to those guidelines, narrative or graphic, issued and amended by the ARC and/or Declarant from time to time, which describe the development objectives contemplated by this Declaration. Owners should obtain the Development Guidelines from the ARC prior to commencing any work on the plans and specifications described in Article V, Section 1 hereof. Neither the ARC nor Declarant shall issue the Development Guidelines until the Development Guidelines have been approved in writing by either Midlands Associates or the Architectural Review Committee for BAY COLONY.

"GREEN BELT AREA" - shall mean and refer to green belt areas, parking setbacks and landscape reserves which are now or hereafter designated as Green Belt Areas by Declarant, and established for the purpose of providing open space for aesthetic and recreational uses, and containing facilities in keeping with such purpose as well as utility lines and facilities. Declarant hereby designates the detention ponds to be constructed on the Property and the unpaved portion of the public right-of-way of FM 646, FM 517, the proposed Grand Parkway and all Residential Collector Streets (as such term is defined in Article V, Section 3 hereof) as Green Belt Areas.

"LANDSCAPE" - shall mean and refer to the planting of trees, shrubs and small scale foliage or the laying of turf over open space areas.

"OPEN SPACE" - shall mean and refer to an unpaved area not used for vehicular access or parking.

"OWNER" - shall mean and refer to the legal title holder of record, whether one or more persons or entities, of any portion of the Property, including owners who have contracted to sell any Tract and any person or entity holding legal title as trustee, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" as used in these Restrictions is further defined to include and refer to the heirs, executors, personal representatives,

administrators, devisees and assigns of any Owner, and all other persons, firms or corporations acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner.

"PROPERTY" or "PROPERTIES" - shall mean and refer to BAY COLONY and such additional lands as may hereafter be made subject to this Declaration pursuant to Section 10 of Article VIII hereof.

"RELATED SERVICES" - shall mean the services and facilities devoted to the improvement and maintenance of the Green Belt Area, and for services and facilities devoted to this purpose and related to the use and enjoyment of the Green Belt Area, including, but not limited to: the installation and implementation of irrigation facilities in Green Belt Area, the installation and implementation of security and alarm systems, providing patrol and watchman services, contracting for the security of the Property and improvements thereon; public street lighting, entrance lighting, public street sweeping, and public street maintenance within the Property; maintenance of subdivision entry, lighting, signs and markers, if any, green belts, esplanades and landscape reserves within the Property; and the enforcement of restrictions upon the use of the Property.

"RESIDENTIAL TRACT" - shall mean and refer to any Tract established for the purpose of constructing a residential structure, including, but not limited to, detached homes, condominium units, townhouses, apartment and cooperative units, patio or zero lot line homes.

"RESTRICTIONS" - shall mean and refer to those certain covenants, conditions, reservations and restrictions hereinafter set forth.

"TRACT" - shall mean and refer to each parcel of land, or any portion thereof, located within the Property, or of those lands annexed thereto, and established for the purpose of constructing an office, retail, commercial, school, church, medical or residential structure.

"USABLE BUILDING AREA" - shall mean the gross building area of a building, less vertical floor penetrations and common areas.

ARTICLE II.

GREEN BELT AREA

Section 1. The Association. The Association is hereby granted an easement and right-of-way in and to the Green Belt Area for the purposes stated in the

definitions of Green Belt Area and Related Services set forth hereinafter and for the purpose of performing its maintenance and other obligations as set forth in Article III, Section 3 hereof, subject to the provisions of these Restrictions. The Association shall have the right, but shall not be obligated, to maintain or improve any unpaved public right-of-way of the proposed Grand Parkway, FM 646, FM 517 and the IH-45 Feeder Roads to a condition in excess of that provided by the governmental authority or authorities having jurisdiction thereof, subject to approval by such authority or authorities. The Declarant shall have the right to execute such further instruments and documents on behalf of all of the Owners (including specific easement instruments containing metes and bounds descriptions of the Green Belt Area or designating additional Green Belt Areas) for the purposes of effectuating the intents and purposes of this Section 1 of Article II. In that connection, the Declarant is hereby irrevocably appointed each of the Owners' attorney-in-fact for the purpose of executing on behalf of each such Owner any such instrument or document. The appointment of the Declarant as attorney-in-fact shall be deemed a power coupled with an interest and shall survive the death, incompetency or legal disability of each such Owner.

Section 2. Owners Easements of Enjoyment. Each and every Owner shall have and is hereby expressly granted a perpetual and non-exclusive right and easement of use and enjoyment, for the purposes stated herein, in and to the Green Belt Area which right shall be appurtenant to and shall pass with the title to every Tract, or a part thereof, subject to the following provisions:

(a) The right of the Association to make, publish and enforce rules and regulations governing the use and enjoyment of the Green Belt Area or any part thereof, all of which rules and regulations shall be binding upon, complied with and observed by each Owner;

(b) No Owner shall plant, place, fix, install or construct or remove any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property nor interfere with the free flow of pedestrian traffic on the Green Belt Area or any part thereof without the written consent of the Association first obtained. The Association may, without liability to the Owner or Owners, remove anything placed on the Green Belt Area in violation of the provisions of this sub-section and recover the cost of such removal from the Owners responsible. Every Owner and occupant agrees, by the purchase or occupation of any Tract or a part thereof, to pay such cost immediately upon receipt of an invoice therefor;

- (c) The right, but not the obligation of the Declarant to construct private streets, trails, drainage structures, landscape areas, recreation facilities and other improvements within the Green Belt Area;
- (d) The right of the Association to dedicate or transfer all or any part of its easement rights to the Green Belt Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3's) of the votes as hereinafter set forth has been recorded, agreeing to such dedication, transfer, purpose or condition; and
- (e) The right of the Association to suspend the voting rights and the right to usage of the Green Belt Area by an Owner for any period during which any assessment against his land remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 3. Delegation of Use. Any Owner or occupant may delegate his right to use and enjoyment of the Green Belt Area and facilities to any member of his family, and his guests, invitees, tenants, contract purchasers, customers or clients.

ARTICLE III.

BAY COLONY COMMUNITY IMPROVEMENT ASSOCIATION, INC.

Section 1. Membership. The Association shall have no members.

Section 2. Voting Rights. Each Owner (including Declarant) shall have one (1) vote for each One Thousand (1,000) square feet of land area owned. In the case of fractional votes, the vote shall be rounded off to the nearest whole number. When more than one Owner holds an interest in any land, all such persons or entities shall determine among themselves how the vote for such land shall be exercised, but in no event shall more votes be cast than the number that are attributable to such land. Any Owner who is delinquent in the payment of any assessment as hereinafter set forth shall not be entitled to vote during any period in which any such fees or assessments are delinquent.

Section 3. Management by Association. The affairs of BAY COLONY shall be administered by the Association. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring and operation of the Green Belt Area as herein provided for or as provided

for in the By-Laws. Without limiting the generality of the foregoing, the Association acting through the Board shall be entitled to enter into such contracts and agreements concerning the Green Belt Area and Related Services as the Association deems reasonably necessary or appropriate to maintain and operate the Property as a viable mixed use development, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby landowners or associations or entities representing such landowners on matters of maintenance, trash pick-up, transportation, administration, security, lighting, traffic and other Related Services. In that connection, the Association shall have the right to contract with other landowners or associations or entities representing such landowners regarding: (i) granting of green belt easements over portions of such adjoining or nearby land in favor of the Association; (ii) granting the Association jurisdiction over the maintenance and operation of such green belt easements; (iii) granting the ARC control over the construction of improvements within such adjoining or nearby land; and (iv) similar matters.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and tenants of the Properties and in particular for the Related Services.

Section 2. Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Tract, or any part thereof, 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: (i) annual assessments or charges; and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1986, the maximum annual assessment shall be eighteen (18) mills per square foot of land area located in each of the Tracts located within the Property; provided, however, that upon the filing for record of additional restrictions pertaining to any Tract limiting the use of such Tract solely to single-family residential purposes by the imposition of a single-family detached home or patio home regime, the maximum annual assessment for such Tract until the year beginning

January 1, 1986 shall be five (5) mills per square foot of land located within such Tract.

From and after January 1, 1987, the annual assessments for both residential and commercial tracts may be increased as follows:

The Board may determine and certify that the then current annual assessment is not sufficient to meet reasonable expenses of the Association and, at a meeting called for such purpose by majority vote of all Directors present in person, may vote to increase the annual assessment by an amount not to exceed twenty (20%) percent of the previous annual assessment. An increase of the annual assessment by an amount exceeding twenty (20%) percent of the previous annual assessment, shall require the consent of two-thirds (2/3's) of the votes of all Owners who are voting in person or by proxy at a meeting duly called for this purpose. The annual assessment shall not be increased more than once in any calendar year and any increases shall not take effect retroactively. The percentage of increase in the annual assessments shall be uniform for all Tracts located within the Property, regardless of the use of such Tract.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 addition, construction (other than the cost of installation of the initial capital improvements), or reconstruction, repair or replacement of a capital improvement in the Green Belt Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of a majority of the votes of all Owners who are voting in person or by proxy at a meeting duly called for this purpose. The per square foot rate of special assessments shall be applied equally to all Tracts subject to this Declaration, irrespective of tract location.

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 Sections 3 and 4 hereof shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such called meeting, the presence of Owners or of proxies entitled to cast sixty (60%) percent of all the votes 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 (1/2) of the

required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all Owners, including Declarant, on the first day of the month following the date of the first conveyance by Declarant to an Owner.

The first annual assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the day fixed for commencement as prescribed above. The assessments for any year, after the first year, shall become due and payable in advance on the first day of January. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Effect of Non-Payment of Assessments - The Personal Obligation of the Owner; The Lien; Remedies of Association. If assessments are not paid on the date when due and payable as specified in Section 6 hereof, then such assessment shall be delinquent and shall, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, become a continuing lien on the Tract as well as the personal obligation of the then Owner. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate permitted by Texas law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Tract. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of or abandonment of his Tract.

Section 8. Liens to Secure Assessments - Subordination of Lien to Mortgages. The annual assessments, and the special assessments, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and shall exist upon and against each Tract and all improvements thereon, for the benefit of the Association and shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to: (i) all liens for taxes or special assessments, levied by County and State Governments or any political subdivision or special district thereof; and (ii) all liens, including but not limited to, vendor's liens, deeds of trust, mortgages and other security instruments which secure any loan for any part of the purchase price or cost of construction of the Tract and/or improvements placed thereon filed for record prior

to the date when such charges or assessments become due and payable. No foreclosure shall free any Tract from the liens securing assessments thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed be extinguished by any foreclosure.

ARTICLE V.

GENERAL USE RESTRICTION

Section 1. ARC Approval Required. No buildings, additions or improvements shall be erected or placed on any Tract until the construction plans and specifications including, but not limited to, curb cuts, site layout, building location, building materials, colors, elevations, signs, landscaping, internal drainage, off-street vehicular parking, vehicular access and flow, exterior illumination, and underground utilities have been submitted to and approved in writing by the ARC or its assignee as hereinafter provided. All plans and specifications submitted to the ARC for approval shall be in conformity with the Development Guidelines; and the ARC shall approve such plans and specifications if same are in compliance with the terms of these Restrictions and the Development Guidelines. Such plans and specifications shall also include: (i) designation of access routes for construction traffic to and from the Tract; (ii) fencing of all Green Belt Areas (except for access routes, if any, across such areas) during the construction period; and (iii) designation of sites on the Tract for storage of equipment and materials used in construction, trash storage and pick-up and concrete truck washdown. In the event the ARC fails to approve or disapprove such plans and specifications within forty-five (45) days after the receipt thereof, they shall be deemed to be disapproved. If the ARC disapproves plans and specifications submitted by an Owner and the ARC and such Owner are not able to resolve their differences within forty-five (45) days thereafter, then following the Owner's written request therefor, Declarant may at Declarant's option repurchase the Tract from the Owner, for the original purchase price and upon terms and conditions acceptable to Declarant, and the Owner shall thereupon reconvey the land to Declarant by special warranty deed free and clear of all liens and encumbrances other than those to which this Declaration is subject. The failure of Declarant to exercise said repurchase option shall in no way impair or alter the obligations of the Owner as set forth in this Declaration. The ARC or its assignee, at its sole discretion, is hereby permitted to approve deviations in the general use restrictions set forth in this Article V in instances where, in its judgment,

such deviation will result in a more common beneficial use and enhance the overall development plan for the Properties. Such approval must be granted in writing and, when given, will become a part of these Restrictions with respect to the Tract to which such approval pertains.

Section 2. Use Restrictions. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. In addition, no activity or use shall be permitted on or with respect to any part of the Properties which is obnoxious to or out of harmony with the development of a distinctive office, retail, commercial, school, church, medical and residential subdivision, including, but not limited to any trailer court, junk yard, scrap metal yard or waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire or bankruptcy sale or auction house operation, or for any purpose or use in violation of the laws of the United States or of the State of Texas. No establishment shall be permitted that: (i) features topless, bottomless or totally nude performers, waitresses, waiters or other personnel, or which provides recorded entertainment featuring nude or partially nude persons performing or simulating sexual acts; (ii) regularly shows X-rated or pornographic movies or sells pornographic or sexually oriented material; or (iii) operates as a massage parlor, pool hall or amusement parlor. All uses must be approved in writing by the ARC prior to commencement of construction of any improvements on the Tract.

Section 3. Setbacks. Minimum building and parking setbacks shall be as follows (measured from property line):

	<u>Building</u>	<u>Parking</u>
IH-45 Feeder Roads	50'	40'
Grand Parkway	50'	20'
FM 517	50'	20'
FM 646	35'	20'
Designated Major Thoroughfares *	25'	20'
Collector Streets for Entrances to Residential Subdivision from FM 646 and FM 517	25'	20'
All Other Streets Serving Commercial Property	20'	20'
All Other Public Streets in Residential Areas	10'	None
Side and Rear of All Tracts (except patio home lots)	5'	5'

* For purposes of this Article V, Section 3, the term "Designated Major Thoroughfares" shall mean those roadways or streets designated as "Major

Thoroughfares" by the City of League City, Texas, or other governmental authority having jurisdiction.

No driveways or other curb-cuts shall be permitted within one hundred feet (100') from the corner of FM 646 and any Residential Collector Street where such driveway or curb-cut intersects with FM 646; and no driveways or other curb-cuts shall be permitted within seventy-five feet (75') from the corner of FM 646 and any Residential Collector Street where such driveway or curb-cut intersects with the Residential Collector Street. For purposes of this Article V, Section 3, the term "Residential Collector Street" shall mean the first four hundred feet (400') of a street designed to provide direct access from a residential neighborhood to FM 646 or FM 517, such four hundred feet (400') being measured from the intersection of FM 646 or FM 517 and such Residential Collector Street.

The ARC reserves the right during its review of construction plans to relax setback requirements on the Tracts where necessary or desirable to accomplish a more effective and compatible land utilization.

Section 4. Building Height. Retail buildings shall be limited to a maximum two (2) stories in height, and residential building height shall be limited to three (3) stories, unless otherwise approved in writing by the ARC.

Section 5. Parking Requirements. Adequate automobile parking spaces including spaces for employee and customer/visitor parking, shall be provided on-site and all parking areas shall be internally drained, curbed, and paved. No parking shall be permitted in any of the non-residential streets of the Property; nor shall any parking be permitted on any of the Green Belt Areas other than parking designed to serve (and appurtenant to) the facilities, if any, located in the Green Belt Areas. No permanent parking shall be permitted in front of any building located on a Residential Tract unless properly screened from public view in a manner approved in writing by the ARC. Employee parking shall be located on the rear two-thirds (2/3) of the Tract. Minimum parking requirements/spaces shall be in accordance with the following table:

If the primary use of the Tract is
General Office with a usable building
area of:

150,001 square feet or greater	3.5 spaces per 1,000 square feet of usable building area
75,001 - 150,000 square feet	3.75 spaces per 1,000 square feet of usable building area
75,000 square feet or less	4 spaces per 1,000 square feet of usable building area

If the primary use of the Tract is Residential	1.5 spaces/unit for Efficiency and/or 1 bedroom units
	1.75 spaces/unit for 2 bedroom units
	2.0 spaces/unit for 3 bedroom or larger units
If the primary use of the Tract is Hotel	1.5 spaces/guest room
If the primary use of the Tract is Motel	1 space/guest room
If the primary use of the Tract is Retail	4.5 spaces per 1,000 square feet of gross building area
If the primary use of the Tract is Theater	0.5 spaces/seat*
If the primary use of the Tract is Restaurant	0.55 spaces/seat*
Other Uses	As approved in writing by ARC

* However, "theater" and "restaurant" uses shall be classified as "retail" (with the parking requirements determined as set forth above for retail uses) if the theater and/or restaurant is part of a retail center containing 150,000 square feet, or greater, of gross building area.

The ARC reserves the right during its review of construction plans to relax parking requirements on the Tracts where necessary or desirable to accomplish a more effective and compatible land utilization. No use shall ever be permitted on any Tract, nor shall any building be constructed thereon, which requires or should reasonably be expected to require or attract parking in excess of the capacity of the paved, offstreet facilities maintained upon such Tract.

Section 6. Loading/Unloading. Delivery vehicle loading and unloading shall occur on site only; on street delivery vehicle loading and unloading is not permitted. Loading/unloading facilities shall be separated from employee, customer and visitor circulation and parking areas and shall be screened from public view in a manner approved in writing by the ARC prior to construction. Loading docks must be located a minimum of fifty (50') feet from any street right-of-way line.

Section 7. Outside Storage or Operations. No outside storage or operations of any kind shall be permitted unless such activity is visually screened from public view in a manner which is architecturally compatible and approved in writing by the ARC. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs off truck, boat rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or

stored permanently or semipermanently on any Tract unless properly screened from public view in a manner approved in writing by the ARC. All retail sales equipment shall be displayed only in the interior of a building. Water towers, cooling towers, communication towers, storage tanks, and other structures or equipment shall be architecturally compatible or effectively shielded from public view; provided, however, that the foregoing shall not be applicable to any such structures or equipment erected or installed by a municipal utility district or other public authority providing service to the Property. All utility/service system components and trash pickup stations shall be integrated with the building or screened by a fence or wall of compatible materials and shall not be visible above such screening. All such screening shall be accomplished by either: (i) a fence at least six (6) feet in height; or (ii) landscape planting at least six (6) feet in height; and any such fence or landscape planting shall be located on the rear two-thirds (2/3) of the Tract, and shall be no closer than fifty (50') feet from any side street right-of-way line, unless otherwise approved in writing by the ARC.

Section 8. Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of a parapet wall. Ground-mounted equipment such as power transformers and air conditioning equipment shall be screened from public view by fencing or landscaping, all of which must be approved by the ARC, and which shall be designed so as to prevent possible injury to children or other passersby.

Section 9. Grading and Drainage. Surface drainage shall be collected onsite and connected to underground storm drain structures. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project. Grading of the site shall be done without damaging existing trees in proposed open space as defined in Article I hereof or in the setback areas described in Article V, Section 3.

Section 10. Underground Utilities. No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained (outside of any building) above the surface of the ground within any Tract, unless otherwise approved in writing by the ARC.

Section 11. Easements. Easements over the Properties for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer

lines, drainage facilities and streets, are hereby reserved by Declarant, its successors and assigns, together with the right to grant and transfer same. Easements for installation and maintenance of such utilities and streets may be provided for in the deeds of conveyance to particular Tracts or by separate instruments. No structure shall be erected on any of said easements, and no improvement may be placed within said easements without the prior written approval of the ARC and any utility company using such easements. Utility easements may be crossed by driveways and walkways provided the Owner secures the necessary prior approval of the utility companies furnishing services, and provides and installs any special conduit and other equipment of approved type and size, under such driveways and walkways prior to construction thereof. 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 contractors to shrubbery, trees, flowers or other improvements (except the aforementioned special conduit and other equipment, if any) located on the land covered by said easements.

Section 12. Landscaping. All sites shall be landscaped by Owners in accordance with plans submitted to and approved by the ARC, and shall conform to the general scheme of development for the Property devised by Declarant. Primary emphasis should be placed on preservation of the existing natural forested environment. All plant material shall be installed within forty-five (45) days following the initial occupancy of a building. This period may be extended by the ARC in the event of delays caused by adverse weather conditions or other causes beyond the Owner's reasonable control.

Section 13. Exterior Illumination. Exterior illumination shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or Tracts. All ground level floodlighting fixtures shall be depressed or screened from public view. Parking area lighting units, arcade lighting and other illumination of a "Pedestrian Scale" shall be in a style in accordance with the general scheme of development for the Property.

Section 14. Signage. All signs (including signs on buildings) and their locations must be approved by the ARC in writing prior to installation. No sign of a flashing or moving character shall be installed and no sign shall project above the roofline of a building unless approved in writing by the ARC. All signs and billboards must conform to all applicable ordinances and regulations of the City of League City or other governmental authority having jurisdiction, and must be

approved in writing by the ARC. Any sign or billboard installed without ARC approval may be removed by the ARC, without liability for trespass or other legal wrong in the ARC. No portable signs shall be permitted on the Property without the prior written approval of the ARC including, but not limited to, residential homebuilder's temporary wooden-staked signs. Anything contained in the foregoing to the contrary notwithstanding, Declarant may install directional signs in the Green Belt Areas without ARC approval provided that such signs are in harmony with the overall plan of development for the Properties.

Section 15. Temporary Structures. No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Tract without the prior written approval of the ARC. All temporary structures used for construction purposes must receive approval by the ARC with regard to location and appearance, and must be removed promptly upon completion of construction.

Section 16. Tract Consolidation. If the Owner of any Tract becomes the Owner of one or more contiguous and adjoining Tracts, side yard line building and parking setbacks common to the contiguous Tracts may be waived by the ARC at its discretion. The minimum width of any Tract shall be thirty-five (35') feet, unless otherwise approved in writing by the ARC.

Section 17. Building Materials. With the exception of buildings located on Residential Tracts, the exterior walls of all buildings which may be erected, placed or maintained on the Property facing any street, shall be glass, face brick or concrete with exposed aggregate; and the side exterior walls and the rear exterior walls shall be glass, face brick, common brick, or painted concrete block, unless otherwise approved in writing by the ARC. No building shall be covered with sheet or corrugated aluminum, asbestos, iron, steel, or any similar material.

ARTICLE VI.

MAINTENANCE

The Owner and lessee of any Tract shall have the duty of and responsibility for keeping the premises (except the Green Belt Area), buildings, improvements, appurtenances and landscaping in a well maintained, safe, clean and attractive condition at all times. The obligation of maintenance hereby imposed upon the Owner and lessee of any Tract shall also include the maintenance, in accordance with this Article VI, of any public right-of-way abutting such Tract (except the public right-of-way of the proposed Grand Parkway). If, in the opinion of the

Association, any such Owner or lessee is failing in this duty and responsibility, then the Association may elect to give notice of such fact to such Owner or lessee, who shall within seven (7) days of such notice undertake the care and maintenance required to restore said Owner's or lessee's Tract to a safe, clean and attractive condition. Should any Owner or lessee fail to fulfill this duty and responsibility after such notice, the Association shall have the right and power to perform such care and maintenance, and the Owner or lessee shall be liable for the cost thereof. If such Owner or lessee shall fail to reimburse the entity performing the work upon demand, the amount of such charge shall constitute a lien upon the Tract enforceable as any other mortgage lien, but subordinate to any mortgage lien and any lien securing the construction loan to the Owner or lessee.

ARTICLE VII.

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Composition. The ARC shall be composed of three or more individuals designated by Declarant, its successors or assigns. Declarant retains the right to remove any member or members, and to appoint new members to the ARC in the event of removal, death, incapacity or resignation of any member of ARC. Declarant may assign its right to appoint the ARC to the members of the Board of Directors of the BAY COLONY COMMUNITY IMPROVEMENT ASSOCIATION, INC., or its successors or assigns, but shall not be under any obligation to do so.

Section 2. Modification of Development Guidelines. Declarant and/or the ARC shall have the right, from time to time, to modify the Development Guidelines, provided that such modifications shall not lessen, in the judgment of Declarant or the ARC, the standards of quality and aesthetics established in the Development Guidelines; but no such modification shall require any Owner to change any improvement, sign or landscaping which was previously approved by the ARC or in compliance with the Development Guidelines at the time such improvement, sign or landscaping was installed.

Section 3. Structures. The design of all buildings, parking or other structures shall be in keeping with these Restrictions and the Development Guidelines, unless otherwise approved by the ARC.

Section 4. Initial and Subsequent Construction. Care shall be taken not to cause damage to any of the Properties or any improvements located thereon, or any other property, during any construction or alteration conducted on any Tract. Construction or alteration of any improvements shall meet the standards set forth

in these Restrictions and the Development Guidelines, and shall promptly and diligently be completed in accordance with plans and specifications approved by the ARC.

Section 5. Limited Liability. The ARC shall act reasonably and in good faith in the discharge of its responsibilities hereunder. Neither Declarant, the ARC, nor any member thereof shall have any liability to any person or entity under any theory or circumstance for any error in judgment, action or inaction of the ARC, or any member thereof, including, without limitation, any liability based on the soundness of design or construction, adequacy of plans, drawings or specifications, or otherwise.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Duration. These Restrictions shall remain in full force and effect until the expiration of twenty (20) years from the date these Restrictions are filed for record in the County records, and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of ten (10) years each, unless modified or terminated in the manner set forth in Article VIII, Section 2, hereof.

Section 2. Modification or Termination. At any time after the expiration of twenty (20) years from the date these Restrictions are filed in the County records, these Restrictions may be modified in any particular or terminated in their entirety by the recording in the Deed Records of Galveston County, Texas, of an instrument amending or revoking these Restrictions, signed by Owners representing 2/3's of the total votes possible, calculated as set forth in Article III, Section 2.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Violation of Restrictions. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Attorneys' fees, court costs and other costs incurred by such enforcement shall be the personal obligation of the

Owner violating or intending to violate these Restrictions. Such enforcement may be by the Owner of any Tract or by Declarant or its successors or assigns, or by the Association. The failure of any person entitled to enforce any of these Restrictions to enforce the same shall in no event be deemed a waiver of the right to enforce these Restrictions thereafter.

Section 5. Validity of Declaration. Invalidation of one or more of the covenants, conditions, reservations, or restrictions herein contained by judgment or court order or otherwise, shall not affect any other of the covenants, conditions, reservations or restrictions which shall continue and remain in full force and effect.

Section 6. Good Faith Lenders Clause. Any violation of these restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Tract or any part thereof, which liens may be enforced in due course, subject to the covenants, conditions, reservations, and restrictions contained herein.

Section 7. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties and its assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the assets, rights and obligations of another association may be added to the Properties and to the assets, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer these Restrictions together with any Declaration of Covenants, Conditions and Restrictions governing any other properties, under one administration. No such merger or consolidation shall effect any revocation, change or addition to these Restrictions.

Section 8. Conflict With Deeds of Conveyance. If any part of these Restrictions shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Properties, the covenants, conditions or restrictions within the prior deed of conveyance shall control to the extent of such conflict.

Section 9. Reservation of Minerals. There is hereby excepted from the Properties, and Declarant reserves unto itself and its successors, assigns, and predecessors in title in accordance with their respective interests of record all oil, gas, coal, lignite, and other minerals (whether similar or dissimilar, valuable or invaluable) or mineral rights in, on and under the Properties, but Declarant hereby releases and relinquishes its right to use the surface of the

Properties for exploring, drilling for, producing and mining such minerals, reserving, however, the right to drill under and through the subsurface of the land below the depth of one hundred feet (100') by means of wells located on the surface of the land outside the boundaries of the Properties, and the right to pool and combine the Properties with other land for the purpose of exploring, drilling for, producing and mining such minerals. The above shall inure to the benefit of Declarant, its successors and assigns.

Section 10. Annexation. Additional land may be annexed to the Property from time to time by the Declarant, its successors or assigns, without the consent of any other Owner or its Mortgagee, if any, within ten (10) years of the date of recording of this instrument. The annexation or addition may be accomplished by the execution and filing for record by the owner of the property being added or annexed of an instrument which may be called "Articles of Annexation", whereupon the property being added or annexed shall be submitted to the jurisdiction of the Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development. After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common maintenance fund for the Property. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex additional property to this development.

Section 11. Special Modification and Amendment. Declarant shall have the right, and shall be obligated, to make such modifications and amendments to these Restrictions and the Articles of Incorporation and By-Laws of the Association without the necessity of joinder by any Owner, any mortgagee or any other party whatsoever to the extent required or requested by the Federal Housing Authority, the Veterans Administration or any other governmental or quasi-governmental agency or entity which guarantees or purchases single-family residential mortgages as a condition for obtaining any of their approval of these Restrictions, such Articles of Incorporation or such By-Laws. In that connection, the Declarant is hereby appointed the attorney-in-fact for each of the Owners, the mortgagees and all other parties who have an interest in the Property for the purpose of executing and delivering on behalf of each of them any such modification or amendment. The

appointment of the Declarant as attorney-in-fact shall be deemed a power coupled with an interest and shall survive the death, incompetency or legal disability of all such parties. If the provisions of this Section 11 conflict with any other provision of the Restrictions (including the provisions of Section 2 of Article VIII hereof), then the provisions of this Section 11 shall control.

Section 12. Logo. Declarant shall have the right to designate a logo or emblem or design which will be utilized as an identification symbol to signify all land lying within the Property and such other adjoining land now or hereafter owned or controlled by Declarant as Declarant may determine. Any logo or emblem or design so designated shall appear on all signage and advertising located in or pertaining to any of the Property in such manner as may be determined by Declarant or its designees from time to time. The provisions of this Section 12 shall be contained in all subsequent restrictions affecting all or any part of the Property and shall at all times be and remain enforceable by Declarant, its successors and assigns.

Section 13. Subsequent Restrictions. Subsequent restrictions not inconsistent with this Declaration may be imposed upon any Tract or part thereof by the Owner of such property with the prior written approval of Declarant. Any such subsequent restrictions, and any liens, charges or other encumbrances reserved therein, shall at all times be subordinate and inferior to this Declaration and the liens, charges and encumbrances reserved herein. Furthermore, Declarant, the Association, or either of their designees, shall have the right to enforce any such subsequent restrictions, which right of enforcement shall be explicitly set forth in the instrument or instruments creating same.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of November, 1985.

MIDLANDS ASSOCIATES, a Texas joint venture

BY: TRENDMAKER, INC. a Texas corporation

By: William E. Dalton, Jr.
WILLIAM E. DALTON, JR.,
Vice-President

ATTEST:

John A. Smith
Secretary

ATTEST:

BY: COMMONWEALTH REALTY DEVELOPMENT, INC., a
Texas corporation

By: Walter Forbes
WALTER FORBES Vice-President

Dore G. Gault
Secretary

(MCAS)

004-26-1418

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM E. DALTON, JR., Vice-President of TRENDMAKER, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of November, A. D., 1985.

DAWN CHANA
Notary Public in and for the State of Texas
My Commission Expires October 22, 1986

Dawn Chana
Notary Public - State of Texas

My Commission Expires: 10-22-86

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Wade Forbes, Vice-President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said COMMONWEALTH REALTY DEVELOPMENT, INC., a Texas corporation, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of November, A. D., 1985.

Shirley K. Perry
Notary Public - State of Texas

My Commission Expires: 6-3-85

JOINDER OF MORTGAGEE

004-26-1419

The undersigned, COMMONWEALTH SAVINGS ASSOCIATION, a Texas savings and loan association, being the owner and holder of an existing mortgage and liens upon and against the real property described in the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY COLONY (the "Declaration"), does hereby consent to and join in the foregoing Declaration for the purpose of subordinating all of the liens held by it against the Properties unto these presents; and COMMONWEALTH SAVINGS ASSOCIATION hereby agrees that a foreclosure of any or all of said liens shall not affect the foregoing reservations, restrictions, covenants and conditions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned or held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against said real property, subject to the foregoing Declaration (except that no provision hereof shall be construed to subordinate the mortgage and liens of the undersigned to any liens reserved or referred to in the foregoing Declaration).

EXECUTED this 14 day of November, A.D., 1985.

ATTEST:

COMMONWEALTH SAVINGS ASSOCIATION, a Texas savings and loan association

BY: Margaret Dow
Margaret Dow, Assoc Secretary

BY: Walter Nichols
Walter Nichols Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Walter Nichols ^{Vice} President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said COMMONWEALTH SAVINGS ASSOCIATION, a Texas savings and loan association, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

EXECUTED UNDER MY HAND AND SEAL OF OFFICE this the 14 day of November 1985.

Sanford L. Perry
Notary Public - State of Texas

My Commission Expires: 6-3-86

JOINDER OF MORTGAGEE

The undersigned, TDT DEVELOPMENT COMPANY, a Texas corporation, being the owner and holder of an existing mortgage and liens upon and against a portion of the real property described in the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY COLONY (the "Declaration"), does hereby consent to and join in the foregoing Declaration for the purpose of subordinating all of the liens held by it against the Properties unto these presents; and TDT DEVELOPMENT COMPANY hereby agrees that a foreclosure of any or all of said liens shall not affect the foregoing reservations, restrictions, covenants and conditions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned or held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against said real property, subject to the foregoing Declaration (except that no provision hereof shall be construed to subordinate the mortgage and liens of the undersigned to any liens reserved or referred to in the foregoing Declaration).

EXECUTED this 22nd day of November, A.D., 1985.

ATTEST:

TDT DEVELOPMENT COMPANY, a Texas corporation

BY: Janeil Robinson
Secretary

BY: T. Todd
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared TYLER TODD, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said TDT DEVELOPMENT COMPANY, a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

EXECUTED UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of NOVEMBER, 1985.

Gail Germany
Notary Public - State of Texas

My Commission Expires: 1-28-88

JOINDER OF MORTGAGEE

The undersigned, TODD DEVELOPMENT COMPANY, a Texas corporation, being the owner and holder of an existing mortgage and liens upon and against a portion of the real property described in the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY COLONY (the "Declaration"), does hereby consent to and join in the foregoing Declaration for the purpose of subordinating all of the liens held by it against the Properties unto these presents; and TODD DEVELOPMENT COMPANY hereby agrees that a foreclosure of any or all of said liens shall not affect the foregoing reservations, restrictions, covenants and conditions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned or held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against said real property, subject to the foregoing Declaration (except that no provision hereof shall be construed to subordinate the mortgage and liens of the undersigned to any liens reserved or referred to in the foregoing Declaration).

EXECUTED this 22nd day of November, A.D., 1985.

ATTEST:

TODD DEVELOPMENT COMPANY, a Texas corporation

BY: Jessie Palmer
Secretary

BY: T. J. Todd
President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared TYLER TODD, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said TODD DEVELOPMENT COMPANY, a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

EXECUTED UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of November, 1985.

Gail Gorman
Notary Public - State of Texas

Return To:

My Commission Expires: 1-28-88

Michael C. Albinder
Walsh, Squires & Tompkins
900 Marathon Oil Company
5555 San Felipe
Houston, Texas 77056
(MCAB/md)

FILE

004-26-1422

TRACT 1

METES AND BOUNDS DESCRIPTION
OF A 240.3648 ACRE TRACT OF LAND
OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 240.3648 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of Subdivision 9, 10, and 11 of said League as recorded in Volume 92, Page 457 of the Deed Records of Galveston County, Texas; and being all of that certain 240.363 acre tract recorded at Film Code Number 002-20-1913 of the Deed Records of Galveston County, Texas; said 240.3648 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1-1/2-inch iron pipe for corner at the Northeast corner of said 240.363 acre tract and being in the West right-of-way line of F.H. 646;

THENCE South 01° 34' 21" East along the West right-of-way line of said F.H. 646, 2345.42 feet to a found 1-inch iron pipe for corner at the beginning of a curve to the left;

THENCE with said West right-of-way line along the arc of a curve to the left, having a chord of South 13° 32' 11" East, 2402.91 feet, a radius of 5789.59 feet, a central angle of 23° 57' 15", a distance of 2420.50 feet to a found 1-inch iron pipe for corner;

THENCE South 64° 31' 34" West, a distance of 2192.51 feet to a found 1-1/4 inch iron pipe for corner;

THENCE North 01° 18' 37" West, 1214.11 feet to a found 1-1/4-inch iron pipe for corner;

THENCE South 88° 42' 21" West, 499.65 feet to a found 1-inch iron pipe for corner;

THENCE North 01° 19' 04" West, 4377.85 feet to a found 1-inch iron pipe for corner;

THENCE North 88° 42' 48" East, 1981.02 feet to the PLACE OF BEGINNING, containing 240.3648 acres ± land, more or less,

SAVE AND EXCEPT Director's Lot No. 1, being 0.232 acres; Lot No. 2, being 0.161 acres; Lot No. 3, being 0.161 acres; Lot No. 4, being 0.161 acres; and Lot No. 5, being 0.161 acres, all out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas, as described on Exhibits "A-1," "A-2," "A-3," "A-4" and "A-5" attached hereto and incorporated herein for all purposes by this reference.

EXHIBIT

TRACT 2

004-26-1423

METES AND BOUNDS DESCRIPTION
OF A 0.232 ACRE TRACT OF LAND
OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 0.232 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 240.363 acre tract as described by deed recorded at Film Code No. 002-20-1913 of the Deed Records of Galveston County, Texas; said 0.232 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1-1/2-inch iron pipe of corner at the Southwest corner of said 240.363 acre tract;

THENCE North 01° 18' 54" West with the West line of said 240.363 acre tract, 128.24 feet to a point for corner;

THENCE North 64° 31' 07" East, 60.00 feet to a point for corner;

THENCE South 25° 28' 53" East, 117.00 feet to a point for corner in the South line of said 240.363 acre tract;

THENCE South 64° 31' 07" West with said South line, 112.50 feet to the PLACE OF BEGINNING; containing 0.232 acres of land, more or less.

004-26-1424

TRACT 3

METES AND BOUNDS DESCRIPTION
OF A 0.161 ACRE TRACT OF LAND
OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 0.161 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 240.363 acre tract as described by deed recorded at Film Code No. 002-20-1913, of the Deed Records of Galveston County, Texas; said 0.161 acres of land being more particularly described by metes and bounds as follows:

• COMMENCING at a found 1-1/2-inch iron pipe for corner at the Southwest corner of said 240.363 acre tract;

• THENCE North 64° 31' 07" East with the South line of said 240.363 acre tract, 112.50 feet to a point for corner and being the PLACE OF BEGINNING for the tract herein described;

• THENCE North 25° 28' 53" West, 117.00 feet to a point for corner;

• THENCE North 64° 31' 07" East, 60.00 feet to a point for corner;

• THENCE South 25° 28' 53" East, 117.00 feet to a point for corner in the South line of said 240.363 acre tract;

• THENCE South 64° 31' 07" West with said South line, 60.00 feet to the PLACE OF BEGINNING; containing 0.161 acres of land, more or less.

TRACT 1METES AND BOUNDS DESCRIPTION
OF A 0.161 ACRE TRACT OF LAND
OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 0.161 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 240.363 acre tract as described by deed recorded at Film Code No. 002-20-1913 of the Deed Records of Galveston County, Texas; said 0.161 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1-1/2-inch iron pipe for corner at the Southwest corner of said 240.363 acre tract;

THENCE North 64° 31' 07" East with the South line of said 240.363 acre tract, 172.50 feet to a point for corner and being the PLACE OF BEGINNING for the tract herein described;

THENCE North 25° 28' 53" West, 117.00 feet to a point for corner;

THENCE North 64° 31' 07" East, 60.00 feet to a point for corner;

THENCE South 25° 28' 53" East, 117.00 feet to a point for corner in the South line of said 240.363 acre tract;

THENCE South 64° 31' 07" West with said South line, 60.00 feet to the PLACE OF BEGINNING; containing 0.161 acres of land, more or less.

TRACT 5

METES AND BOUNDS DESCRIPTION
 OF A 0.161 ACRE TRACT OF LAND
 OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
 GALVESTON COUNTY, TEXAS

Being 0.161 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 240.363 acre tract as described by deed recorded at Film Code No. 002-20-1913 of the Deed Records of Galveston County, Texas; said 0.161 acres of land being more particularly described by metes and bounds as follows:

1.
 COMMENCING at a found 1-1/2-inch iron pipe for corner at the Southwest corner of said 240.363 acre tract;

THENCE North 64° 31' 07" East with the South line of said 240.363 acre tract, 232.50 feet to a point for corner and being the PLACE OF BEGINNING for the tract herein described;

THENCE North 25° 28' 53" West, 117.00 feet to a point for corner;

THENCE North 64° 31' 07" East, 60.00 feet to a point for corner;

THENCE South 25° 28' 53" East, 117.00 feet to a point for corner in the South line of said 240.363 acre tract;

THENCE South 64° 31' 07" West with said South line, 60.00 feet to the PLACE OF BEGINNING; containing 0.161 acres of land, more or less.

004-26-1427

TRACT 6

METES AND BOUNDS DESCRIPTION
OF A 0.161 ACRE TRACT OF LAND
OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 0.161 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 240.363 acre tract as described by deed recorded at Film Code No. 002-20-1913 of the Deed Records of Galveston County, Texas; said 0.161 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1-1/2-inch iron pipe for corner at the Southwest corner of said 240.363 acre tract;

THENCE North 64° 31' 07" East with the South line of said 240.363 acre tract, 292.50 feet to a point for corner and being the PLACE OF BEGINNING for the tract herein described;

THENCE North 25° 28' 53" West, 117.00 feet to a point for corner;

THENCE North 64° 31' 07" East, 60.00 feet to a point for corner;

THENCE South 25° 28' 53" East, 117.00 feet to a point for corner in the South line of said 240.363 acre tract;

THENCE South 64° 31' 07" West with said South line, 60.00 feet to the PLACE OF BEGINNING; containing 0.161 acres of land, more or less.

TRACT 7

METES AND BOUNDS DESCRIPTION
 OF A 228.7475 ACRE TRACT OF LAND
 OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
 GALVESTON COUNTY, TEXAS

Being 228.7475 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of Subdivision 11, 12, 13 and 14 of said League as recorded in Volume 92, Page 457 of the Deed Records of Galveston County, Texas; and being all of that certain 156.554-acre tract recorded at Film Code Number 002-20-1913 of the Deed Records of Galveston County, Texas; and being all of that certain 72.231 acre tract recorded at Film Code Number 002-20-1923 of the Deed Records of Galveston County, Texas; said 228.7475 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1-1/2-inch iron pipe for corner at the Northwest corner of said 156.554 acre tract; and being in the East right-of-way line of F.M. 646;

THENCE North 88° 38' 40" East, 3044.29 feet to a found 1-inch iron pipe for corner;

THENCE South 01° 20' 03" East, 925.89 feet to a found 1-inch iron pipe for corner;

THENCE South 01° 16' 31" East, 1187.93 feet to a found 5/8-inch iron rod for corner;

THENCE North 68° 18' 35" West, 508.27 feet to a found 1-inch iron pipe for corner;

THENCE South 80° 40' 00" West, 388.32 feet to a found 1-inch iron pipe for corner;

THENCE South 01° 18' 48" East, 1045.49 feet to a found 1-inch iron pipe for corner;

THENCE South 88° 49' 20" West, 832.69 feet to a found 1-1/4 inch iron pipe for corner;

THENCE South 01° 18' 27" East, a distance of 1420.56 feet to a found 1-1/2 inch iron pipe for corner;

THENCE South 82° 42' 59" West, 376.14 feet to a found 1-inch iron pipe for corner;

THENCE South 64° 30' 24" West, a distance of 519.55 feet to a found 1-inch iron pipe for corner in the East right-of-way line of F.M. 646;

THENCE with said East right-of-way line along the arc of a curve to the right, having a chord of North 13° 32' 09" West, 2353.05 feet, a radius of 5669.58 feet, a central angle of 23° 57' 13", a distance of 2370.27 feet to a found 1-inch iron pipe for corner;

THENCE North 01° 33' 58" West with said East right-of-way line, 2344.14 feet to the PLACE OF BEGINNING; containing 228.7475 acres of land, more or less;

SAVE AND EXCEPT Director's Lot No. 1, being 0.161 acres; Lot No. 2, being 0.161 acres; Lot No. 3, being 0.161 acres; Lot No. 4, being 0.161 acres; and Lot No. 5, being 0.161 acres, all out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas, as described on Exhibits "B-1," "B-2," "B-3," "B-4" and "B-5" attached hereto and incorporated herein for all purposes by this reference.

TRACT 3

METES AND BOUNDS DESCRIPTION
 OF A 0.161 ACRE TRACT OF LAND
 OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
 GALVESTON COUNTY, TEXAS

Being 0.161 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 156.554 acre tract as described by deed recorded at Film Code No. 002-20-1913 of the Deed Records of Galveston County, Texas; said 0.161 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1-1/2-inch iron pipe for corner at the Northeast corner of said 156.554 acre tract;

THENCE South 01° 18' 04" East with the East line of said 156.554 acre tract, 60.11 feet to a point for corner;

THENCE South 88° 41' 56" West, 117.00 feet to a point for corner;

THENCE North 01° 18' 04" West, 60.00 feet to a point for corner in the North line of said 156.554 acre tract;

THENCE North 88° 38' 40" East with said North line, 117.00 feet to the **PLACE OF BEGINNING**; containing 0.161 acres of land, more or less.

THENCE South 01° 18' 04" East with the East line of said 156.554 acre tract, 60.11 feet to a point for corner;

THENCE South 88° 41' 56" West, 117.00 feet to a point for corner;

THENCE North 01° 18' 04" West, 60.00 feet to a point for corner in the North line of said 156.554 acre tract;

THENCE North 88° 38' 40" East with said North line, 117.00 feet to the **PLACE OF BEGINNING**; containing 0.161 acres of land, more or less.

004-26-1430

TRACT 2

METES AND BOUNDS DESCRIPTION
OF A 0.161 ACRE TRACT OF LAND
CUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 0.161 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 156.554 acre tract as described by deed recorded at Film Code No. 002-20-1913 of the Deed Records of Galveston County, Texas; said 0.161 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1-1/2-inch iron pipe for corner at the Northeast corner of said 156.554 acre tract;

THENCE South 01° 18' 04" East with the East line of said 156.554 acre tract, 60.11 feet to a point for corner and being the PLACE OF BEGINNING for the tract herein described;

THENCE South 01° 18' 04" East with said East line, 60.00 feet to a point for corner;

THENCE South 88° 41' 56" West, 117.00 feet to a point for corner;

THENCE North 01° 18' 04" West, 60.00 feet to a point for corner;

THENCE North 88° 41' 56" East, 117.00 feet to the PLACE OF BEGINNING; containing 0.161 acres of land, more or less.

004-26-1431

TRACT 10

METES AND BOUNDS DESCRIPTION
OF A 0.161 ACRE TRACT OF LAND
OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 0.161 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 156.554 acre tract as described by deed recorded at Film Code No. 002-20-1913 of the Deed Records of Galveston County, Texas; said 0.161 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1-1/2-inch iron pipe for corner at the Northeast corner of said 156.554 acre tract;

THENCE South 01° 18' 04" East with the East line of said 156.554 acre tract, 120.11 feet to a point for corner and being the PLACE OF BEGINNING for the tract herein described;

THENCE South 01° 18' 04" East with said East line, 60.00 feet to a point for corner;

THENCE South 88° 41' 56" West, 117.00 feet to a point for corner;

THENCE North 01° 18' 04" West, 60.00 feet to a point for corner;

THENCE North 88° 41' 56" East, 117.00 feet to the PLACE OF BEGINNING; containing 0.161 acres of land, more or less.

004-26-1432

TRACT 11

METES AND BOUNDS DESCRIPTION
OF A 0.161 ACRE TRACT OF LAND
OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 0.161 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 156.554 acre tract as described by deed recorded at Film Code No. 002-20-1913 of the Deed Records of Galveston County, Texas; said 0.161 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1-1/2-inch iron pipe for corner at the Northeast corner of said 156.554 acre tract;

THENCE South 01° 18' 04" East with the East line of said 156.554 acre tract, 180.11 feet to a point for corner and being the PLACE OF BEGINNING for the tract herein described;

THENCE South 01° 18' 04" East with said East line, 60.00 feet to a point for corner;

THENCE South 88° 41' 56" West, 117.00 feet to a point for corner;

THENCE North 01° 18' 04" West, 60.00 feet to a point for corner;

THENCE North 88° 41' 56" East, 117.00 feet to the PLACE OF BEGINNING; containing 0.161 acres of land, more or less.

004-26-1433

TRACT 12

METES AND BOUNDS DESCRIPTION
OF A 0.161 ACRE TRACT OF LAND
OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 0.161 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of that certain 156.554 acre tract as described by deed recorded at Film Code No. 002-20-1913 of the Deed Records of Galveston County, Texas; said 0.161 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1-1/2-inch iron pipe for corner at the Northeast corner of said 156.554 acre tract;

THENCE South 01° 18' 04" East with the East line of said 156.554 acre tract, 240.11 feet to a point for corner and being the PLACE OF BEGINNING for the tract herein described;

THENCE South 01° 18' 04" East with said East line, 60.00 feet to a point for corner;

THENCE South 88° 41' 56" West, 117.00 feet to a point for corner;

THENCE North 01° 18' 04" West, 60.00 feet to a point for corner;

THENCE North 88° 41' 56" East, 117.00 feet to the PLACE OF BEGINNING; containing 0.161 acres of land, more or less.

TRACT 13
 METES AND BOUNDS DESCRIPTION
 OF A 106.2418 ACRE TRACT OF LAND
 OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
 GALVESTON COUNTY, TEXAS

Being 106.2418 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of Subdivision 11, 12, 13 and 14 of said League as recorded in Volume 92, Page 457 of the Deed Records of Galveston County, Texas; and being the same as that certain 106.121 acre tract as recorded at Film Code Number 003-31-2320 of the Deed Records of Galveston County, Texas; said 106.2418 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1-1/2 inch iron pipe for corner at the Southwest corner of said tract and being in the East right-of-way line of F.M. 646;

THENCE North 01° 34' 28" West with said East right-of-way line, 674.93 feet to a found 1-inch iron pipe for corner at the beginning of a curve to the right;

THENCE with said East right-of-way line along the arc of a curve to the right, having a chord of North 26° 25' 25" East, 1736.83 feet, a radius of 1849.86 feet, a central angle of 55° 59' 50", a distance of 1807.93 feet to a found 1-inch iron pipe for corner;

THENCE North 54° 30' 25" East with said East right-of-way line, 232.55 feet to a found 1-inch iron pipe for corner in the Southeasterly right-of-way line of Interstate Highway 45;

THENCE with the Southeasterly right-of-way line of Interstate Highway 45 as follows:

- North 88° 07' 22" East, 36.47 feet to a found 1-inch iron pipe for corner;
- Along the arc of a curve to the left, having a chord of South 75° 33' 32" East, 348.39 feet, a radius of 271.00 feet, a central angle of 79° 59' 58", a distance of 378.39 feet to a found 1-inch iron pipe for corner;
- North 64° 29' 23" East, 36.29 feet to a found 1-1/2 inch iron pipe for corner at the beginning of a curve to the right;
- Along the arc of a curve to the right, having a chord of South 75° 32' 46" East, 685.02 feet, a radius of 532.97 feet, a central angle of 79° 58' 43", a distance of 743.97 feet to a found 1-inch iron pipe for corner;
- South 35° 21' 52" East, 232.07 feet to a found 1-1/2 inch iron pipe for corner;

THENCE South 01° 19' 15" East, 1753.96 feet to a found 1-1/2 inch iron pipe for corner;

THENCE North 88° 40' 39" East, 852.32 feet to a found 1-1/2 inch iron pipe for corner;

THENCE South 01° 19' 28" East, 128.98 feet to a found 1-inch iron pipe for corner;

THENCE South 88° 38' 40" West, 3044.29 feet to the PLACE OF BEGINNING; containing 106.2418 acres of land, more or less.

TRACT 14

METES AND BOUNDS DESCRIPTION
 OF A 240.7954 ACRE TRACT OF LAND
 OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
 GALVESTON COUNTY, TEXAS.

Being 240.7954 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of Subdivision 9, 10, 11 and 12 of said League as recorded in Volume 92, Page 457 of the Deed Records of Galveston County, Texas; said 240.7954 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1-inch iron pipe for corner at the Northwest corner of that certain 240.363 acre tract as recorded at Film Code Number 002-20-1913 of the Deed Records of Galveston County, Texas;

THENCE North 01° 18' 52" West, 4097.47 feet to a found 1-inch iron pipe for corner in the North line of said Perry and Austin Upper League and being the Northwest corner of Subdivision 9 of said League;

THENCE North 88° 49' 30" East with the North line of said League, 2791.75 feet to a found 3/8-inch iron rod for corner in the Southeasterly right-of-way line of Interstate Highway 45;

THENCE with said Southeasterly right-of-way line as follows:

South 35° 35' 02" East, 683.69 feet, to a found concrete highway monument for corner at the beginning of a curve to the right;

Along the arc of a curve to the right having a chord of South 04° 28' 40" West, 685.28 feet, a radius of 532.97 feet, a central angle of 80° 00' 53", a distance of 744.30 feet to a found concrete highway monument for corner;

South 44° 18' 15" West, 36.15 feet to a found concrete highway monument for corner at the beginning of a curve to the left;

Along the arc of a curve to the left, having a chord of South 04° 38' 05" West, 346.58 feet, a radius of 271.01 feet, a central angle of 79° 29' 46", a distance of 376.02 feet to a found 1-inch iron pipe for corner;

South 21° 17' 58" West, 36.10 feet to a found 1-inch iron pipe for corner in the West right-of-way line of F.M. 646;

THENCE with said West right-of-way line as follows:

South 54° 30' 21" West, 233.13 feet to a set 5/8-inch iron rod for corner at the beginning of a curve to the left;

Along the arc of a curve to the left, having a chord of South 26° 25' 37" West, 1849.53 feet, a radius of 1969.85 feet, a central angle of 55° 59' 53", a distance of 1925.24 feet to a found 1-inch iron pipe for corner;

South 01° 33' 29" East, 673.65 feet to a found 1-1/2 inch iron pipe for corner at the Northeast corner of the aforementioned 240.363 acre tract;

THENCE South 88° 42' 48" West with the North line of said 240.363 acre tract, 1931.02 feet to the PLACE OF BEGINNING; containing 240.7954 acres of land, more or less.

TRACT 15

METES AND BOUNDS DESCRIPTION
 OF A 63.1879 ACRE TRACT OF LAND
 OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
 GALVESTON COUNTY, TEXAS

Being 63.1879 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of Subdivision 9, 10, 11 and 12 of said League as recorded in Volume 92, Page 457 of the Deed Records of Galveston County, Texas; said 63.1879 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1-inch iron pipe for corner in the West right-of-way line of F.M. 646 and being the Southeast corner of that certain 240.363 acre tract as recorded at Film Code Number 002-20-1913 of the Deed Records of Galveston County, Texas;

THENCE with said West right-of-way line as follows:

- South 25° 30' 16" East, 685.18 feet to a found 1-inch iron pipe for corner;
- South 22° 35' 58" East, 200.25 feet to a found 1-inch iron pipe for corner;
- South 25° 30' 16" East, 285.24 feet to a found 1-inch iron pipe for corner;
- South 16° 53' 48" West, 68.10 feet to a found concrete highway monument for corner in the North right-of-way line of F.M. 517;

THENCE with said North right-of-way line as follows:

- Along the arc of a curve to the right, having a chord of South 65° 43' 31" West, 62.22 feet, a radius of 5664.65 feet, a central angle of 00° 37' 15", a distance of 62.22 feet to a found concrete highway monument for corner;
- South 65° 47' 37" West, 237.64 feet to a found concrete highway monument for corner;
- South 61° 31' 36" West, 200.95 feet to a found concrete highway monument for corner;
- South 65° 43' 17" West, 551.00 feet to a set 5/8-inch iron rod for corner;
- South 64° 49' 21" West, 990.10 feet to a found 1/2-inch iron rod for corner at the beginning of a curve to the right;
- Along the arc of a curve to the right, having a chord of South 69° 12' 54" West, 129.64 feet, a radius of 905.30 feet, a central angle of 08° 12' 41", a distance of 129.75 feet to a found 1/2-inch iron rod for corner;

THENCE North 01° 20' 00" West, 390.95 feet to a found 1-inch iron pipe for corner;

THENCE South 88° 41' 16" West, 459.57 feet to a found 1-1/2 inch iron pipe for corner;

THENCE North 01° 17' 58" West, 715.35 feet to a found 1-1/4 inch iron pipe for corner at the Southwest corner of the aforementioned 240.363 acre tract;

THENCE North 64° 31' 34" East with the South line of said 240.363 acre tract, 2192.51 feet to the PLACE OF BEGINNING; containing 63.1879 acres of land, more or less.

004-26-1437

TRACT 16

METES AND BOUNDS DESCRIPTION
OF A 10.9722 ACRE TRACT OF LAND
OUT OF THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT 19
GALVESTON COUNTY, TEXAS

Being 10.9722 acres of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; and being out of and a portion of Subdivision 11 and 12 of said League as recorded in Volume 92, Page 457 of the Deed Records of Galveston County, Texas; said 10.9722 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1-inch iron pipe for corner in the East right-of-way line of F.M. 646, and being the Southwest corner of that certain 156.554 acre tract as recorded at Film Code Number .002-20-1913 of the Deed Records of Galveston County, Texas;

THENCE North 64° 30' 24" East with the South line of said 156.554 acre tract, 519.56 feet to a found 1-inch iron pipe for corner;

THENCE North 88° 42' 59" East with said South line, 376.14 feet to a found 1-1/2 inch iron pipe for corner;

THENCE South 01° 18' 51" East, 541.64 feet to a set 5/8-inch iron rod for corner;

THENCE South 64° 31' 23" West, 640.71 feet to a set 5/8-inch iron rod for corner in the East right-of-way line of F.M. 646;

THENCE North 25° 29' 55" West with said right-of-way line, 648.19 feet to the PLACE OF BEGINNING; containing 10.9722 acres of land, more or less.

FILED FOR RECORD

Dec 3 12 37 PM '85

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of Real Property of Galveston County Texas on

DEC 3 1985



[Signature]
County Clerk, Galveston County, Texas