

Amend P858658

97-70-0202

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GREEN TRAILS, PHASE II

05/15/94 00432036 P858658 \$ 48.00

STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:
§

WHEREAS, on or about April 7, 1994, the ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC., a Texas non-profit corporation (the "Association"), held a special meeting of its Members (the "Meeting"), during the course of which, the Members voted to amend that certain Declaration of Covenants, Conditions and Restrictions for Green Trails, Phase II dated June 11, 1990, filed for record on August 13, 1990, in the Office of the County Clerk of Harris County, Texas (the "Clerk's Office") under County Clerk's File No. M-770871 of the Official Public Records of Real Property of Harris County, Texas (the "Property Records"), the terms and conditions of which are incorporated herein by this reference as if set forth at length herein (such Declaration being hereinafter referred to as the "Declaration");

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WHEREAS, the Meeting was attended by the undersigned and by Members entitled to a total of Two Thousand Three Hundred Eighty-Two (2,382) votes in the Association, constituting a quorum of votes of the Members and being Eight-one and 88/100 percent (81.88%) of the total number of votes of the Members in the Association;

WHEREAS, at the Meeting, a total of Two Thousand Three Hundred Fifty-Three (2,353) votes of the Members (representing Eighty and 89/100 percent (80.89%) of the total number of votes of the Members in the Association), voted in favor of adopting certain amendments to the Declaration, which amendments are hereinafter described;

WHEREAS, the Members of the Association who voted in favor of adopting such amendments included Green Trails, Ltd., a Texas limited partnership, the Declarant under the Declaration;

NOW, THEREFORE, in consideration of the above-described premises, notice is hereby given that the Declaration has been and is hereby amended as follows:

- 1. The Declaration will be amended by adding the following Article I, Section 22 after the end of Article I, Section 21:

Section 22. "Parkview Restrictions" shall mean and refer to that certain Amended Declaration of Covenants, Condition and Restrictions dated November 23, 1984, and filed of record under Clerk's File No. J808927 in the Official Public Records of Real Property of Harris County, Texas, as supplemented by that certain Supplemental Declaration of Protective Covenants for Parkview at Barker Cypress, Section Two dated December 21, 1984, and filed of record under Clerk's File No. J923706 in the Official Public Records of Real Property of Harris County,

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Texas, and as may be further amended or supplemented from time to time.

2. The Declaration will be amended by adding the following sentence after the last sentence of Article II, Section 1:

At such time as any portion of the West Houston Land (as such term is hereinafter defined) shall become "assessable" as set forth in the provisions of Article XI, Section 4, the Association shall thereafter have the right and obligation to remit to the Parkview POA (as such term is hereinafter defined), all of the annual assessments imposed by the Parkview POA under Article VIII of the Parkview Restrictions on the portion of the West Houston Land which has become "assessable."

3. The Declaration will be amended by adding the following sentence after the last sentence of Article III, Section 2:

At such time as any portion of the West Houston Land shall become "assessable" as set forth in the provisions of Article XI, Section 4, the Assessments levied by the Association shall be used to pay to the Parkview POA all of the annual assessments imposed by the Parkview POA under Article VIII of the Parkview Restrictions on the portion of the West Houston Land which has become "assessable."

4. The Declaration will be amended by adding the following Article III, Sections 5 (f) and 5 (g) after the end of Article III, Section 5 (e):

- (f) Building Plots in the West Houston Land that are not subject to the Parkview Restrictions, when and if annexed pursuant to Article XI, Section 4, whether owned by builders or individual (including corporate or other entity) homebuyers 100%
- (g) Building Plots in the West Houston Land that are subject to the Parkview Restrictions, when and if annexed pursuant to Article XI, Section 4, whether owned by builders or individual (including corporate or other entity) homebuyers Variable (per Article XI, §4)

5. The Declaration will be amended by adding the following Article VI, Section 2 (f) after the end of Article VI, Section 2 (e):

(e) At such time as any portion of the West Houston Land shall become "assessable" as set forth in the provisions of Article XI, Section 4, the Association shall pay to the

Parkview POA all of the annual assessments imposed by the Parkview POA under Article VIII of the Parkview Restrictions on such land from and after the date such land becomes "assessable" in accordance with the provisions of Article XI, Section 4.

6. The first paragraph of Article XI, Section 1 (a) will be amended to read in its entirety as follows:

Section 1. Annexation Without Approval of Membership.

(a) As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant, its successors or assigns, shall have the unilateral right, privilege, and option, from time to time at any time until twenty (20) years from the date this initial Declaration is recorded in the Office of the County Clerk of Harris County, Texas, to annex and subject to the provisions of The Declaration and the jurisdiction of the Association all or any portion of the four tracts of real property containing approximately 316.029 acres, 137.9353 acres, 11.5090 acres, and 34.9618 acres, respectively, and more particularly described in Exhibits "A-1," "A-2," "A-3," and "A-4," respectively, attached hereto and by reference made a part hereof (collectively, the "Declarant Land") and all or any portion of that tract of real property containing approximately 75.1628 acres and more particularly described in Exhibit "A-5" attached hereto and by reference made a part hereof (the "Centennial Land") which is currently owned by Centennial Homes, Inc., a Texas corporation (including its successors and assigns, herein called "Centennial Homes"), which is the general partner of Declarant (the Declarant Land and the Centennial Land are herein collectively referred to as the "Annexable Land"), whether in fee simple or leasehold, by executing and filing in the Harris County Real Property Records a Supplemental Declaration annexing such property as more fully described below. Such Supplemental Declaration shall not require the vote of Members of the Association or approval by the Association or any person. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Harris County Real Property Records, unless otherwise provided therein.

7. The Declaration will be amended by adding the following paragraph after the end of Article XI, Section 1 (a):

Notwithstanding the foregoing, however, it is expressly stipulated that no Assessments shall be due with respect to any Assessable Tract in portions of the Centennial Land annexed herein (if any), notwithstanding that such tract may be an "Assessable Tract" at an earlier time, until the calendar year during which the earlier of the following two events occurs (i) sale of such Assessable Tract by Centennial Homes to a Builder or other Owner (other than in a bulk sale by Centennial Homes of the entire remainder of the Centennial

Land to a person designated in writing by Centennial Homes as succeeding to the rights of Centennial Homes as to deferred assessability hereunder), or (ii) commencement of construction of a Living Unit on such Assessable Tract. The Owner of each Lot in annexed portions of the Centennial Land shall, for the calendar year during which such Lot becomes "assessable" as hereinabove provided, be liable only for a pro rata portion of the Base Annual Assessment due for that year, based on the portion of said year remaining after sale or commencement of construction, as the case may be. The "assessability" determination set forth above shall be made on a Lot-by-Lot basis, and the sale or commencement of construction of a Living Unit on one Lot shall not cause any other Lots to become subject to Assessments unless and until such other Lots independently meet the conditions set forth in the second preceding sentence hereof. No change shall be made to this Section 1 of this Article XI without the prior written consent of (i) those Owners holding at least seventy-four percent (74%) of the votes of the Lot Owners in such portions of the Centennial Land as have been annexed herein, (ii) Centennial Homes, for so long as Centennial Homes owns any of the Centennial Land, and (iii) Declarant, so long as Declarant is the Owner of any of the Property. Further, in connection with the annexation of the Centennial Land, Declarant shall have the right, among its other rights pursuant to the provisions of Article I, Section 13, to assign to Centennial Homes, on a non-exclusive basis, the rights of Declarant as a Class B member of the Association. Centennial Homes is an intended third-party beneficiary of this Article XI, Section 1. Centennial Homes has no obligation to annex or consent to the annexation of any portion of the Centennial Land into the Declaration or into the jurisdiction of the Association.

8. The Declaration will be amended by inserting the following Article XI, Section 4 after the existing Article XI, Section 3:

Section 4. Annexation of Adjacent Land Owned by West Houston Residential Development Partners. West Houston Residential Development Partners, a Texas general partnership (including its successors and assigns, herein called "West Houston") of which Trendmaker, Inc. is the Administrative Partner, is the current owner of those certain tracts of land which contain approximately 72.0726 acres and 23.9614 acres, respectively, located across Barker Road to the east of the Annexable Land, which tracts are more fully described on Exhibits "C-1" and "C-2" attached hereto and by reference made a part hereof (hereafter collectively referred to as the "West Houston Land"). West Houston may, but is not obligated to, subdivide and plat the West Houston Land into any configuration or any number of lots as it elects in its sole discretion.

Declarant, with the consent and joinder of West Houston, shall have the unilateral right, privilege and option (but shall not be obligated), from time to time to annex and subject to the provisions of The Declaration and the jurisdiction of the Association, all or any portion of the West Houston Land, by executing and filing a Supplemental Declaration to that effect in the Harris County Real Property Records. Such Supplemental Declaration annexing the West Houston Land or any part thereof shall not require the vote of Members of the Association or approval by the Association or any person. No such annexation shall be effective until the Supplemental Declaration (i) has been filed in the Harris County Real Property Records, and (ii) a copy of such recorded Supplemental Declaration has been delivered to the Association.

Any such annexation or addition shall be accomplished by the execution and filing of a Supplemental Declaration conforming to the requirements of the immediately preceding paragraph hereof and paragraph 3 of Section 1 (a) of Article XI of this Declaration. In addition, Declarant hereby acknowledges that a portion of the West Houston Land is subject to certain assessments imposed by The Parkview Center Property Owners Association, Inc. (the "Parkview POA") pursuant to the Parkview Restrictions and that the Parkview POA provides to a portion of the West Houston Land (and/or the main esplanaded boulevards serving such land) some of the same services provided by the Association to the rest of the Property. Therefore, it is stipulated and agreed that the amount of Base Annual Assessments for the Lots in the annexed portions of the West Houston Land that are also subject to the Parkview Restrictions (herein called the "Dual Association Lots") shall be calculated for each year as follows:

(a) A calculation shall first be made of the amount of the Base Annual Assessment that would be necessary for all Assessable Tracts in the Association if all Assessable Tracts (except Green Trails Village Land lots) were to receive a 100% assessment, as if the then levied Parkview POA annual assessments for all Dual Association Lots were a line item of the general budget of the Association; then

(b) The Base Annual Assessment against the Dual Association Lots which are "assessable" as set forth in the following provisions of this Article XI, Section 4 shall be reduced from the full assessment level by an amount equal to the annual assessments then being levied by the Parkview POA on such Dual Association Lots, and the annual assessments imposed by the Parkview POA on such Dual Association Lots shall be allocated solely to and paid solely by the Dual Association Lots as a supplement to the Base Annual Assessment (the "Parkview Supplemental Base Annual Assessment") so that the aggregate Base Annual Assessment against the Dual Association Lots (inclusive of the allocated annual

assessments imposed by the Parkview POA on such Lots) will equal the Base Annual Assessment on all other Assessable Tracts.

Nothing contained in the foregoing paragraph shall be construed or interpreted as affecting any provisions of this Declaration with respect to the assessment of Special Assessments, which Special Assessments shall be levied on a uniform rate against all Assessable Tracts, including Dual Association Lots.

Notwithstanding the foregoing, however, it is expressly stipulated that no Assessments shall be due with respect to any Assessable Tract in portions of the West Houston Land annexed herein (if any), notwithstanding that such tract may be an "Assessable Tract" at an earlier time, until the calendar year during which the earlier of the following two events occurs (i) sale of such Assessable Tract by West Houston to a Builder or other Owner (other than in a bulk sale by West Houston of the entire remainder of the West Houston Land to a person designated in writing by West Houston as succeeding to the rights of West Houston as to deferred assessability hereunder), or (ii) commencement of construction of a Living Unit on such Assessable Tract. The Owner of each Lot in annexed portions of the West Houston Land shall, for the calendar year during which such Lot becomes "assessable" as hereinabove provided, be liable only for a pro rata portion of the Base Annual Assessment due for that year, based on the portion of said year remaining after sale or commencement of construction, as the case may be. The "assessability" determination set forth above shall be made on a Lot-by-Lot basis, and the sale or commencement of construction of a Living Unit on one Lot shall not cause any other Lots to become subject to Assessments unless and until such other Lots independently meet the conditions set forth in the second preceding sentence hereof. No change shall be made to this Section 4 of this Article XI without the prior written consent of (i) those Owners holding at least seventy-four percent (74%) of the votes of the Lot Owners in such portions of the West Houston Land as have been annexed herein, (ii) West Houston, for so long as West Houston owns any of the West Houston Land, and (iii) Declarant, so long as Declarant is the Owner of any of the Property. Further, in connection with the annexation of the Centennial Land, Declarant shall have the right, among its other rights pursuant to the provisions of Article I, Section 13, to assign to Centennial Homes, on a non-exclusive basis, the rights of Declarant as a Class B member of the Association. West Houston is an intended third-party beneficiary of this Article XI, Section 4. West Houston has no obligation to annex or consent to the annexation of any portion of the West Houston Land into the Declaration or into the jurisdiction of the Association.

9. The Declaration will be amended by adding Exhibits "A-5," "C-1," and "C-2" attached hereto, which exhibits will be incorporated into the Declaration by this reference as if such exhibits had been fully and originally set forth in the Declaration.

EXECUTED this 22nd day of April, 1994, to reflect action taken on April 7, 1994.

Jacque Morris
(Signature)
Secretary of Association of
Green Trails Phase II
Homeowners, Inc.
JACQUE MORRIS
(Printed Name)

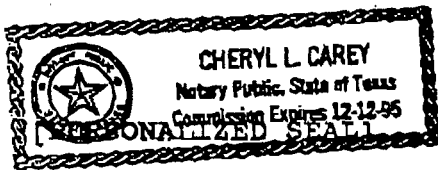
VERIFIED:

Joel M. Marshall
(Signature)
President of Association of
Green Trails Phase II
Homeowners, Inc.
Joel M. Marshall
(Printed Name)

Dated: APRIL 22, 1994

STATE OF TEXAS §
§
COUNTY OF HARRIS §

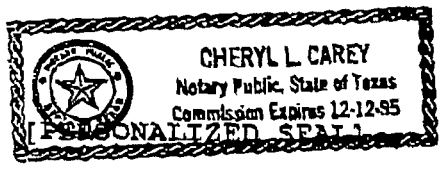
This instrument was acknowledged before me this the 22ND day of April, 1994, by Jacque Morris, Secretary of ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC., a Texas non-profit corporation, on behalf of said corporation.



Cheryl Carey
Signature of Notary Public

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this the 22nd day of April, 1994, by Joel M. Marshall, President of ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC., a Texas non-profit corporation, on behalf of said corporation.



Cheryl L. Carey
Signature of Notary Public

After recording please return to:

Timothy J. Heinrich
Boyar, Simon & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

CONSENT

Barker Venture, Ltd., a Texas limited partnership ("Barker Venture"), is the sole owner and holder of certain liens against a portion the real property comprising the "Property" described in the Declaration and owned by Green Trails, Ltd., which liens (the "Liens") are comprised of the vendor's liens and deed of trust liens created by the following instruments:

General Warranty Deed with Vendor's Lien dated March 6, 1990, executed by Barker Venture, Ltd., a Texas limited partnership, to Green Trails, Ltd., a Texas limited partnership, filed of record under Clerk's File No. M541377 of the Real Property Records of Harris County, Texas.

Deed of Trust dated March 6, 1990, executed by Green Trails, Ltd., a Texas limited partnership, to Thomas W. McBath, Trustee, filed of record under Clerk's File No. M541379 of the Real Property Records of Harris County, Texas.

General Warranty Deed with Vendor's Lien dated March 14, 1991, executed by Barker Venture, Ltd., a Texas limited partnership, to Green Trails, Ltd., a Texas limited partnership, filed of record under Clerk's File No. N057387 of the Real Property Records of Harris County, Texas.

Deed of Trust dated March 14, 1991, executed by Green Trails, Ltd., a Texas limited partnership, to Thomas W. McBath, Trustee, filed of record under Clerk's File No. N057388 of the Real Property Records of Harris County, Texas.

General Warranty Deed with Vendor's Lien dated October 31, 1991, executed by Barker Venture, Ltd., a Texas limited partnership, to Green Trails, Ltd., a Texas limited partnership, filed of record under Clerk's File No. N394722 of the Real Property Records of Harris County, Texas.

Deed of Trust dated October 31, 1991, executed by Green Trails, Ltd., a Texas limited partnership, to Thomas W. McBath, Trustee, filed of record under Clerk's File No. N394723 of the Real Property Records of Harris County, Texas.

General Warranty Deed with Vendor's Lien dated February 11, 1992, executed by Barker Venture, Ltd., a Texas limited partnership, to Green Trails, Ltd., a Texas limited partnership, filed of record under Clerk's File No. N542295 of the Real Property Records of Harris County, Texas.

Deed of Trust dated February 13, 1992, executed by Green Trails, Ltd., a Texas limited partnership, to Thomas W. McBath, Trustee, filed of record under Clerk's File No. N542296 of the Real Property Records of Harris County, Texas.

General Warranty Deed with Vendor's Lien dated May 26, 1992, executed by Barker Venture, Ltd., a Texas limited partnership, to Green Trails, Ltd., a Texas limited partnership, filed of record under Clerk's File No. N694106 of the Real Property Records of Harris County, Texas.

Deed of Trust dated May 26, 1992, executed by Green Trails, Ltd., a Texas limited partnership, to Thomas W. McBath, Trustee, filed of record under Clerk's File No. N694107 and refiled of record under Clerk's File No. N712407 of the Real Property Records of Harris County, Texas.

General Warranty Deed with Vendor's Lien dated October 20, 1992, executed by Barker Venture, Ltd., a Texas limited partnership, to Green Trails, Ltd., a Texas limited partnership, filed of record under Clerk's File No. N918148 of the Real Property Records of Harris County, Texas.

Deed of Trust dated October 20, 1992, executed by Green Trails, Ltd., a Texas limited partnership, to Thomas W. McBath, Trustee, filed of record under Clerk's File No. N918149 of the Real Property Records of Harris County, Texas.

Deed of Trust dated November 1, 1993, executed by Green Trails, Ltd., a Texas limited partnership, to Thomas W. McBath, Trustee, filed of record under Clerk's File No. P542974 of the Real Property Records of Harris County, Texas.

General Warranty Deed with Vendor's Lien dated December 13, 1993, executed by Barker Venture, Ltd., a Texas limited partnership, to Green Trails, Ltd., a Texas limited partnership, filed of record under Clerk's File No. P605328 of the Real Property Records of Harris County, Texas.

Deed of Trust dated December 13, 1993, executed by Green Trails, Ltd., a Texas limited partnership, to Thomas W. McBath, Trustee, filed of record under Clerk's File No. P605329 of the Real Property Records of Harris County, Texas.

Barker Venture, by its execution hereof, hereby consents to the amendments to the Declaration as set forth in this First Amendment to Declaration of Covenants, Conditions and Restrictions for Green Trails, Phase II.

BARKER VENTURE:

BARKER VENTURE, LTD., a Texas limited partnership

By: 
Hugh B. Goddrich, Managing
General Partner

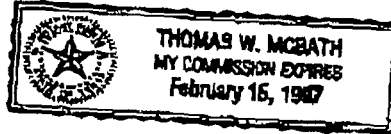
THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of APRIL, 1994, by Hugh R. Goodrich, Managing General Partner of BARKER VENTURE, LTD., a Texas limited partnership, on behalf of said limited partnership.

Thomas W. McBeth
Signature of Notary Public

[PERSONALIZED SEAL]

AFTER RECORDING, PLEASE RETURN TO:



Timothy J. Heinrich, Esquire
Boyar, Simon & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

COSTELLO, INCORPORATED

METES AND BOUNDS DESCRIPTION
 51.2268 ACRES
 W.C.R.R. COMPANY SURVEY, A-897
 HARRIS COUNTY, TEXAS
 C.I. NO. 1007-94

TRACT I:

A METES AND BOUNDS DESCRIPTION OF A 51.2268 ACRE TRACT OF LAND OUT OF THE W.C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 897, HARRIS COUNTY, TEXAS, BEING OUT OF A 180.8152 ACRE TRACT OF LAND RECORDED IN THE NAME OF SECOND BAPTIST CHURCH IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER N513285, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT THE SOUTHWEST CORNER OF SAID 180.8152 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A 100-FOOT WIDE DRAINAGE FEE STRIP RECORDED IN H.C.C.F. NUMBER N361086 AND THE SOUTHWEST CORNER OF A 85-FOOT WIDE DRAINAGE FEE STRIP RECORDED IN H.C.C.F. NUMBER N755117;

THENCE, WITH THE SOUTH LINE OF SAID 85-FOOT WIDE FEE STRIP, NORTH 87 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 85.00 FEET TO A 3/4-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF GREEN TRAILS PARK, SECTION THREE, A SUBDIVISION RECORDED IN H.C.C.F. NUMBER N057387 AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF SAID FEE STRIP, NORTH 01 DEGREES 58 MINUTES 16 SECONDS WEST, A DISTANCE OF 910.00 FEET TO 3/4-INCH IRON ROD SET;

THENCE, ACROSS SAID 180.8152 ACRE TRACT, THE FOLLOWING TWO COURSES AND DISTANCES:

1. NORTH 87 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 932.00 FEET TO A 3/4-INCH IRON SET;

2. NORTH 02 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 1173.19 FEET TO A 3/4-INCH IRON ROD SET ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF KINGSLAND BOULEVARD AS RECORDED IN H.C.C.F. NUMBER N611362;

THENCE, WITH SAID SOUTH R.O.W. LINE, 705.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 20 DEGREES 44 MINUTES 33 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS SOUTH 79 DEGREES 08 MINUTES 18 SECONDS EAST, A DISTANCE OF 702.10 FEET TO A 3/4-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF GREEN TRAILS PARK, SECTION EIGHT, A SUBDIVISION RECORDED IN HARRIS COUNTY FILM CODE (H.C.F.C.) NUMBER 353094;

THENCE, WITH THE WEST LINE OF SAID SECTION EIGHT, SOUTH 02 DEGREES 00 MINUTES 37 SECONDS EAST, AT A DISTANCE OF 1830.64 PASS THE SOUTHWEST CORNER OF SAID SECTION EIGHT AND A NORTHERLY CORNER OF GREEN TRAILS PARK, SECTION SIX, A SUBDIVISION RECORDED IN H.C.F.C. NUMBER 351043, IN ALL A DISTANCE OF 1925.33 FEET TO A 3/4-INCH IRON ROD FOUND ON THE NORTH LINE OF SAID GREEN TRAILS PARK, SECTION SIX;

THENCE, WITH SAID NORTH LINE, SOUTH 87 DEGREES 52 MINUTES 06 SECONDS WEST, AT A DISTANCE OF 1110.94 FEET PASS THE NORTHWEST CORNER OF SAID SECTION SIX AND THE NORTHEAST CORNER OF GREEN TRAILS PARK, SECTION THREE, A SUBDIVISION RECORDED IN H.C.C.F. NUMBER N057387, IN ALL A DISTANCE OF 1614.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 51.2268 ACRES OF LAND.

SAVE AND EXCEPT THE FOLLOWING PROPERTY:

A METES AND BOUNDS DESCRIPTION OF A 0.0367 ACRE TRACT OF LAND OUT OF THE W.C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 897, HARRIS COUNTY, TEXAS, BEING OUT OF A 180.8152 ACRE TRACT OF LAND RECORDED IN THE NAME OF SECOND BAPTIST CHURCH IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER N513285, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A 3/4-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF GREEN TRAILS PARK SECTION EIGHT, A 28.4464 ACRE SUBDIVISION RECORDED ON FILM CODE NO. 353094 OF THE MAP RECORDS OF HARRIS COUNTY, SAID IRON ROD ALSO BEING AT THE NORTHEAST INTERSECTION OF THE EAST LINE OF SAID 180.8152 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF KINGSLAND BOULEVARD (100-FOOT WIDE) RECORDED IN H.C.C.F. NO. N604618;

THENCE, WITH THE WEST LINE OF SAID GREEN TRAILS PARK SECTION EIGHT AND THE EAST LINE OF SAID 180.8152 ACRE TRACT, SOUTH 02 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH SAID WEST AND EAST LINE, SOUTH 02 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF 40.00 FEET;

THENCE, LEAVING SAID WEST AND EAST LINE, SOUTH 87 DEGREES 59 MINUTES 23 SECONDS WEST, A DISTANCE OF 40.00 FEET;

THENCE, NORTH 02 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 40.00 FEET;

THENCE, NORTH 87 DEGREES 59 MINUTES 23 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0367 ACRES OF LAND.

METES AND BOUNDS DESCRIPTION
23.9360 ACRES
W.C.R.R. COMPANY SURVEY, A-897
HARRIS COUNTY, TEXAS
C.I. NO. 1008-94

TRACT II

A METES AND BOUNDS DESCRIPTION OF A 23.9360 ACRE TRACT OF LAND OUT OF THE W.C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 897, HARRIS COUNTY, TEXAS, BEING OUT OF A 180.8152 ACRE TRACT OF LAND RECORDED IN THE NAME OF SECOND BAPTIST CHURCH IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER N513285, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT THE SOUTHWEST CORNER OF SAID 180.8152 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A 100-FOOT WIDE DRAINAGE FEE STRIP RECORDED IN H.C.C.F. NUMBER N361086 AND THE SOUTHWEST CORNER OF A 85-FOOT WIDE DRAINAGE FEE STRIP RECORDED IN H.C.C.F. NUMBER N755117;

THENCE, WITH THE SOUTH LINE OF SAID 85-FOOT WIDE FEE STRIP, NORTH 87 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 85.00 FEET TO A 3/4-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF GREEN TRAILS PARK, SECTION THREE, A SUBDIVISION RECORDED IN H.C.C.F. NUMBER N057387 ;

THENCE, WITH THE EAST LINE OF SAID FEE STRIP, NORTH 01 DEGREES 58 MINUTES 16 SECONDS WEST, A DISTANCE OF 910.00 FEET TO 3/4-INCH IRON ROD SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT

THENCE, CONTINUING WITH THE EAST LINE OF SAID FEE STRIP, NORTH 01 DEGREES 58 MINUTES 16 SECONDS WEST, A DISTANCE OF 1003.34 FEET TO 3/4-INCH IRON ROD SET ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF KINGSLAND BOULEVARD AS RECORDED IN H.C.C.F. NUMBER N611362;

THENCE, WITH SAID SOUTH R.O.W. LINE, NORTH 70 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 254.38 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, CONTINUING WITH SAID SOUTH R.O.W. LINE, 696.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 20 DEGREES 28 MINUTES 33 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS NORTH 80 DEGREES 15 MINUTES 09 SECONDS EAST, A DISTANCE OF

693.17 FEET TO A 3/4-INCH IRON ROD SET;

THENCE, LEAVING SAID RIGHT OF WAY LINE, SOUTH 02 DEGREES 07 MINUTES 54 SECONDS EAST, A DISTANCE OF 1173.19 FEET TO A 3/4-INCH IRON ROD SET;

SOUTH 87 DEGREES 52 MINUTES 06 SECONDS WEST, A DISTANCE OF 932.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.9360 ACRES OF LAND.

JOB NO. 92002-04
DATE FEB., 1994
C.L. NO. 1008-94

EXHIBIT A
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