

D699362

OF COVENANTS, CONDITIONS AND RESTRICTIONS

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STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS

150-39-1528

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

WITNESSETH:

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WHEREAS, Declarant is the owner of certain property in the P. Whitty Survey, A-1458, John Asbury Survey, A-91, and Elijah Votaw Survey, A-823, County of Harris, State of Texas, which is more particularly described as a tract or parcel of land known as Kings Forest, Section One, recorded in Volume 193, Page 106 of the Harris County Map Records.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Bear Branch Trail Association, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and for the free flow of pedestrian and bicycle traffic to and from the adjoining common area or areas of an adjoining association or associations and to and from common area or areas contiguous thereto. The Common Area to be owned by the Association at the time of the conveyance of the first lot is 15.1529 acres of land in the P. Whitty Survey, A-1458, the John Asbury Survey, A-91, and the Elijah Votaw Survey, A-823, in Harris County, Texas, said 15.1529 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto, made a part hereof and incorporated herein for all purposes.

Section 5. "Lot" shall mean and refer to any plot of land within the Properties to be used for purposes of a dwelling unit.

Section 6. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., its successors and assigns if such successors or assigns should acquire the property from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

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

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

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

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership

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shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1990.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay

to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty and no/100 Dollars (\$30.00) per lot.

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

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

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

Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

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

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

Section 9. Subordination of the Lien to Mortgages.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, provided that sale or transfer of any Lot by voluntary sale or foreclosure of a

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mortgage lien shall not affect the assessment lien, but the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien to the extent of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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ARTICLE V

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

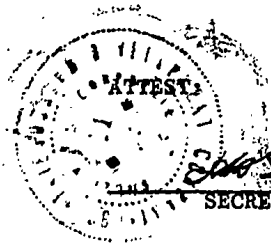
Section 4. Annexation. Additional land within the P. Whitty Survey, A-1458, and A. B. Langerman Survey, A-1196, H. T. & B. R. R. Co. Survey No. 3, A-1719, H. T. & B. R. R. Co. - Survey No. 5, A-422, the Harrison McLean Survey, A-529, and the John W. Asbury Survey, A-91, the Elijah Votaw Survey, A-823, in Harris County, Texas, said land being more particularly described in Exhibit "B" attached hereto, may be added or annexed to the Properties by Declarant, its successors or assigns, without the consent of members at any time or from time to time, within fifteen (15) years from the date of this instrument; however, Declarant shall not be obligated to add or annex such additional land. Such additional land which may be added or annexed may be subjected to land use restrictions different from those stated herein and shall become subject to an Annual Assessment, and shall have voting rights fixed by Declarant at the time of such addition or annexation, which Annual Assessment rate and voting rights for land added or annexed by Declarant with different use restrictions shall be separate and may be different from the rates provided for herein, provided that the assessment rate and voting rights set by Declarant shall be fair and equitable to all Properties and members.

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Should all or any part of the land described in Exhibit "B" be annexed into another association(s) providing the same or essentially the same services and benefits as the Association, then the Declarant's rights to annex such land to the Association shall cease.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of September, 1972.

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



[Signature]
SECRETARY

By [Signature]
J. C. BYRD, VICE PRESIDENT

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TRANS 900

STATE OF TEXAS
COUNTY OF HARRIS

150-39-1537

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st
day of September, 1972.



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

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

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DESCRIPTION OF GREENBELT ADJACENT TO
KINGS FOREST, SECTION ONE

Being a tract or parcel of land containing 15.1529 acres located in the Elijah Votaw Survey, Abstract 823, the P. Whitty Survey, Abstract 1458 and the John W. Asbury Survey, Abstract 91, Harris County, Texas and being more particularly described by metes and bounds as follows (all bearing referenced to Texas Coordinate System, South Central Zone:

BEGINNING at the northwesterly corner of Kings Forest, Section One, a subdivision of record in Volume 193, page 106, Map Records, Harris County, Texas, being in the easterly line of Woodland Hills Drive (varying width recorded in Volume 8506, page 136, Deed Records, Harris County, Texas);

THENCE with the easterly line of Woodland Hills Drive N 21°36'33" E, at 43.78 feet pass the common line of aforementioned Votaw and Whitty Surveys and continuing to a point for corner at 100.00 feet in all;

THENCE leaving the easterly line of Woodland Hills Drive, S 68°23'27" E, 597.00 feet to the beginning of a curve;

THENCE 1296.71 feet along the arc of a curve to the left having a chord of N 88°10'18" E, 1260.86 feet, a central angle of 46°52'29" and a radius of 1585.00 feet to a point of reverse curve;

THENCE 718.03 feet along the arc of a curve to the right having a chord of S 89°52'14" E, 694.75 feet, a central angle of 50°47'25" and a radius of 810.00 feet to a point of tangency;

THENCE S 64°28'31" E, 318.00 feet to the beginning of a curve;

THENCE 461.57 feet along the arc of a curve to the left having a chord of S 88°31'02" E, 448.15 feet, a central angle of 48°05'02" and a radius of 550.00 feet to a point of tangency;

THENCE N 67°26'26" E, 346.47 feet to the beginning of a curve;

THENCE along the arc of a curve to the right having a chord of S 24°45'37" E, 969.28 feet, a central angle of 175°35'54" and a radius of 485.00 feet, at 32.33 feet pass the common line of aforementioned Votaw and Asbury Surveys and continuing to a point of reverse curve at 1486.41 feet in all;

THENCE 376.85 feet along the arc of a curve to the left having a chord of S 18°03'21" W, 339.31 feet, a central angle of 89°58'00" and a radius of 240.00 feet to a point of tangency;

THENCE S 26°55'39" E, 138.97 feet to the beginning of a curve;

THENCE 317.15 feet along the arc of a curve to the right having a chord of S 16°34'24" E, 315.43 feet, a central angle of 20°42'30" and a radius of 877.49 feet to a point of reverse curve;

THENCE 317.87 feet along the arc of a curve to the left having a chord of S 22°42'05" E, 313.51 feet, a central angle of 32°57'52" and a radius of 552.50 feet to a point of reverse curve;

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RECORDER'S MEMORANDUM:
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THENCE 592.63 feet along the arc of a curve to the right having a chord of S 14°07'27" E, 573.92 feet, a central angle of 50°07'09" and a radius of 677.49 feet to a point for corner on the arc of a curve in the northerly line of proposed Kingwood Drive;

THENCE with the northerly line of proposed North Park Drive, 100.37 feet along the arc of a curve to the right having a chord of N 74°32'07" W, 100.36 feet, a central angle of 01°55'01" and a radius of 3000.00 feet to the southeasterly corner of aforementioned Kings Forest, Section One;

THENCE with the north and easterly line of Kings Forest, Section One, the following:

497.23 feet along the arc of a curve to the left having a chord which bears N 14°31'03" W, 482.02 feet, a central angle of 49°19'59" and a radius of 577.50 feet to a point of reverse curve;

375.41 feet along the arc of a curve to the right having a chord which bears N 22°42'05" W, 370.25 feet, a central angle of 32°57'52" and a radius of 652.49 feet to a point of reverse curve;

281.01 feet along the arc of a curve to the left having a chord which bears N 16°34'24" W, 279.48 feet, a central angle of 20°42'30" and a radius of 777.49 feet to a point of tangency;

N 26°55'39" W, 138.97 feet to the beginning of a curve;

613.87 feet along the arc of a curve to the right having a chord which bears N 24°47'47" E, 533.82 feet, a central angle of 103°26'53" and a radius of 340.00 feet to a point of reverse curve;

318.94 feet along the arc of a curve to the left having a chord which bears N 30°50'06" E, 286.21 feet, a central angle of 91°22'14" and a radius of 200.00 feet to a point of reverse curve;

80.00 feet along the arc of a curve to the right having a chord which bears N 08°06'34" W, 79.82 feet, a central angle of 13°28'53" and a radius of 340.00 feet to a point of reverse curve;

657.55 feet along the arc of a curve to the left having a chord which bears N 50°17'51" W, 580.50 feet, a central angle of 97°51'26" and a radius of 335.00 feet to a point of reverse curve;

106.17 feet along the arc of a curve to the right having a chord which bears S 86°27'33" W, 106.00 feet, a central angle of 11°22'13" and a radius of 535.00 feet to a point of reverse curve;

Along the arc of a curve to the left having a chord which bears S 68°32'44" W, 160.13 feet, a central angle of 47°11'52" and a radius of 200.00 feet at 47.33 feet pass the common line of the aforementioned Whitty and Asbury Surveys and continuing to a point of reverse curve at 164.75 feet in all;

706.28 feet along the arc of a curve to the right having a chord which bears S 82°45'57" W, 656.10 feet, a central angle of 75°38'19" and a radius of 535.00 feet to a point of compound curve;

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80.00 feet along the arc of a curve to the right having a chord which bears N 44°08'09" W, 79.06 feet, a central angle of 30°33'28" and a radius of 150.00 feet to a point of reverse curve;

201.09 feet along the arc of a curve to the left having a chord which bears N 67°15'43" W, 186.36 feet, a central angle of 76°48'35" and a radius of 150.00 feet to a point of reverse curve;

112.44 feet along the arc of a curve to the right having a chord which bears N 84°11'33" W, 109.82 feet, a central angle of 42°56'55" and a radius of 150.00 feet to a point of reverse curve;

716.89 feet along the arc of a curve to the left having a chord which bears S 87°04'46" W, 684.15 feet, a central angle of 60°24'16" and a radius of 680.00 feet to a point of reverse curve;

32.44 feet along the arc of a curve to the right having a chord which bears S 63°04'22" W, 32.38 feet, a central angle of 12°23'27" and a radius of 150.00 feet to a point of compound curve;

1245.20 feet along the arc of a curve to the right having a chord which bears N 89°33'41" W, 1217.06 feet, a central angle of 42°20'28" and a radius of 1685.00 feet to a point of tangency;

N 68°23'27" W, at 577.57 feet pass the aforementioned common line of the Votaw and Whitty Surveys and continuing to the POINT OF BEGINNING at 597.00 feet in all and containing 15.1529 acres of land.

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EXHIBIT "B"
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DESCRIPTION OF BEAR BRANCH VILLAGE

Being a tract or parcel of land containing 1513.9110 acres, located in the Elijah Votaw Survey, Abstract 823, the P. Whitty Survey, Abstract 1458, the H. T. & B. R.R. Co. Survey No. 3, Abstract 1719, the H. T. & B. R.R. Co. Survey No. 5, Abstract 422, the Harrison McLean Survey, Abstract 529, the A.B. Langermann Survey, Abstract 1196 and the John W. Asbury Survey, Abstract 91, Harris County, Texas and being more particularly described by metes and bounds as follows (All bearings referenced to the Texas Coordinate System South Central Zone.)

BEGINNING at the Northwest corner of Kings Forest, Section One, a subdivision of record in Volume 13, Page 106, Map Records of Harris County, Texas, being in the easterly line of Woodland Hills Drive (varying width, recorded in Volume 8506, Page 136, Deed Records, Harris County, Texas).

THENCE with the easterly line of Woodland Hills Drive, THE FOLLOWING:

N 21° 36' 33" E, at 43.80 feet pass the common line of aforementioned Votaw and Whitty Surveys and continuing to the beginning of a curve at 407.95 feet in all;

1529.57 feet along the arc of a curve to the left having a chord which bears N 17° 52' 13" E, 1528.49 feet, a central angle of 07° 28' 41" and a radius of 11,719.42 feet to a point for corner on said arc;

N 20° 56' 39" E, 304.43 feet to a point for corner;

N 12° 10' 02" E, 201.54 feet to a point for corner;

THENCE leaving the easterly line of Woodland Hills Drive as described in aforementioned Volume 8506, Page 136, Deed Records, Harris County, Texas, N 02° 01' 33" E, 254.66 feet to a point for corner on the arc of a curve in the easterly line of Woodland Hills Drive as described in aforementioned Volume 8506, Page 136, Deed Records, Harris County, Texas;

THENCE with the easterly line of said Woodland Hills Drive, along the arc of a curve to the left having a chord which bears N 04° 09' 45" E, 2566.45 feet, a central angle of 12° 34' 21" and a radius of 11,719.42 feet, at 2232.90 feet pass the common line of aforementioned H. T. & B. R.R. Co. Survey No. 3 and the A. B. Langermann Survey and continuing to a point of tangency at 2571.60 feet in all;

THENCE continuing with said easterly line, N 02° 17' 25" W, 1165.63 feet to a point for corner in the southerly line of proposed North Park Drive (varying width);

THENCE with the southerly line of proposed North Park Drive, THE FOLLOWING:

N 87° 52' 35" E, at 184.94 feet pass the aforementioned common line of the H. T. & B. R.R. Co. Survey No. 3 and the H.T. & B. R.R. CO. Survey No. 5 and continuing to the beginning of a curve at 240.00 feet in all;

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Exhibit "B"

To Declaration of Covenants, Conditions and Restrictions

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558.22 feet along the arc of a curve to the right having a chord which bears S 86° 47'36" E, 557.41 feet, a central angle of 10° 39'40" and a radius of 3000.00 feet to a point of reverse curve;

1116.43 feet along the arc of a curve to the left having a chord which bears N 87° 52'34" E, 1110.00 feet, a central angle of 21° 19' 20" and a radius of 3000.00 feet to a point of reverse curve;

Along the arc of a curve to the right having a chord which bears N 82° 32'44" E, 557.41 feet, a central angle of 10° 39'40" and a radius of 3000.00 feet at 529.53 feet pass the common line of aforementioned H.T. & B. R.R. Co. Survey No. 5 and the Harrison McLean Survey and continuing to a point of tangency at 558.22 feet in all;

N 87° 52'35" E, 1164.78 feet to the beginning of a curve;

988.96 feet along the arc of a curve to the right having a chord which bears S 87° 21'56" E, 987.82 feet, a central angle of 09° 30'59" and a radius of 5954.25 feet to a point of compound curve;

450.71 feet along the arc of a curve to the right having a chord which bears S 76° 09'05" E, 449.75 feet, a central angle of 12° 54'43" and a radius of 2000.00 feet to a point of reverse curve;

1608.86 feet along the arc of a curve to the left having a chord which bears S 86° 09'23" E, 1586.82 feet, a central angle of 32° 55'18" and a radius of 2800.00 feet to a point of reverse curve;

Along the arc of a curve to the right having a chord which bears N 80° 27'48" E, 214.95 , a central angle of 06° 09'39" and a radius of 2000.00 feet, at 212.07 feet pass the common line of aforementioned McLean and Asbury Surveys and continuing to a point of reverse curve at 215.05 feet in all;

330.00 feet along the arc of a curve to the left having a chord which bears N 81° 44'47" E, 329.95 feet, a central angle of 03° 35'41" and a radius of 5260.00 feet to a point for corner in the westerly line of the proposed extension of North Lake Houston Parkway;

THENCE with the westerly line of proposed North Lake Houston Parkway, THE FOLLOWING:

S 11° 28'02" E, 341.32 feet to the beginning of a curve;

439.81 feet along the arc of a curve to the right having a chord which bears S 10° 21'38" E, 439.78 feet, a central angle of 02° 12'49" and a radius of 11,384.16 feet to a point of tangency;

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Exhibit "B"

To Declaration of Covenants, Conditions and Restrictions

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S 09° 15'13" E, 2867.43 feet to the beginning of a curve;

4498.85 feet along the arc of a curve to the left having a chord which bears S 20° 25'40" E, 4470.39 feet, a central angle of 22° 20'53" and a radius of 11,534.16 feet to a point of tangency;

S 31° 36'06" E, 340.00 feet to a point for corner in the northerly line of proposed Kingwood Drive;

THENCE with the Northerly line of proposed Kingwood Drive, THE FOLLOWING:

S 58° 23'54" W, 611.20 feet to the beginning of a curve,

2229.41 feet along the arc of a curve to the right having a chord which bears S 77° 45'08" W, 2187.26 feet, a central angle of 38° 42'28" and a radius of 3300.00 feet to a point of tangency;

N 82° 53'36" W, 787.15 feet to the beginning of a curve;

921.83 feet along the arc of a curve to the left having a chord which bears S 88° 18'11" W, 918.21 feet, a central angle of 17° 36'20" and a radius of 3000.00 feet to a point of tangency;

S 79° 30'02" W, 473.02 feet to the beginning of a curve;

1409.66 feet along the arc of a curve to the right having a chord which bears N 87° 02'17" W, 1396.74 feet, a central angle of 26° 55'22" and a radius of 3000.00 feet to the southeasterly corner of aforementioned Kings Forest, Section One;

THENCE with the North and easterly line of Kings Forest, Section One, THE FOLLOWING:

497.23 feet along the arc of a curve to the left having a chord which bears N 14° 31'03" W, 482.02 feet, a central angle of 49° 19'56" and a radius of 577.50 feet to a point of reverse curve;

375.41 feet along the arc of a curve to the right having a chord which bears N 22° 42'05" W, 370.25 feet, a central angle of 32° 57'52" and a radius of 652.50 feet to a point of reverse curve;

281.01 feet along the arc of a curve to the left having a chord which bears N 16° 34'24" W, 279.48 feet, a central angle of 20° 42'30" and a radius of 777.50 feet to a point of tangency;

N 26° 55'39" W, 138.97 feet to the beginning of a curve;

613.87 feet along the arc of a curve to the right having a chord which bears N 24° 47'47" E, 533.82 feet, a central angle of 103° 26'53" and a radius of 340.00 feet to a point of reverse curve;

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318.94 feet along the arc of a curve to the left having a chord which bears N 30° 50'06" E, 286.21 feet, a central angle of 91° 22'14" and a radius of 200.00 feet to a point of reverse curve;

80.00 feet along the arc of a curve to the right having a chord which bears N 08° 06'34" W, 79.82 feet, a central angle of 13° 28'53" and a radius of 340.00 feet to a point of reverse curve;

657.55 feet along the arc of a curve to the left having a chord which bears S 50° 17'51" W, 580.50 feet, a central angle of 97° 51'26" and a radius of 385.00 feet to a point of reverse curve;

106.17 feet along the arc of a curve to the right having a chord which bears S 86° 27'33" W, 106.00 feet, a central angle of 11° 22'13" and a radius of 535.00 feet to a point of reverse curve;

Along the arc of a curve to the left having a chord which bears S 68° 32'44" W, 160.13 feet, a central angle of 47° 11'52" and a radius of 200.00 feet at 47.33 feet pass the common line of the aforementioned Whitty and Asbury Surveys and continuing to a point of reverse curve at 164.75 feet in all;

706.28 feet along the arc of a curve to the right having a chord which bears S 82° 45'57" W, 656.10 feet, a central angle of 75° 38'19" and a radius of 535.00 feet to a point of compound curve;

80.00 feet along the arc of a curve to the right having a chord which bears N 44° 08'09" W, 79.06 feet, a central angle of 30° 33'28" and a radius of 150.00 feet to a point of reverse curve;

201.09 feet along the arc of a curve to the left having a chord which bears N 67° 15'43" W, 186.36 feet, a central angle of 76° 48'35" and a radius of 150.00 feet to a point of reverse curve;

112.44 feet along the arc of a curve to the right having a chord which bears N 84° 11'33" W, 109.82 feet, a central angle of 42° 56'55" and a radius of 150.00 feet to a point of reverse curve;

716.89 feet along the arc of a curve to the left having a chord which bears S 87° 04'46" W, 684.15 feet, a central angle of 60° 24'16" and a radius of 680.00 feet to a point of reverse curve;

32.44 feet along the arc of a curve to the right having a chord which bears S 63° 04'22" W, 32.38 feet, a central angle of 12° 23'27" and a radius of 150.00 feet to a point of compound curve;

150-39-1544

Exhibit "B"
To Declaration of Covenants, Conditions and Restrictions
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1245.20 feet along the arc of a curve to the right having a chord which bears N 89° 33'41" W, 1217.06 feet, a central angle of 42° 20'28" and a radius of 1685.00 feet to a point of tangency;

N 68° 23'27" W, at 577.57 feet pass the aforementioned common line of the Votaw and Whitty Surveys and continuing to the POINT OF BEGINNING at 597.00 feet in all and containing 1513.9110 acres of land.

150 39-1545

RECORDER'S MEMORANDUM:
All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recording

RETURN TO:
RANDALL PARISH
P.O. Drawer 809
Humble, Texas 77338