

F. A portion of a 130-foot wide Harris County Flood Control District Drainage Easement located on Parcel "B" of the Subject Property as established by (i) instrument recorded in Volume 1719, Page 491, of the Deed Records of Harris County, Texas, (ii) the plat of Westchase Subdivision, Section Twelve, as recorded in Volume 265, Page 74, of the Map Records of Harris County, Texas, and (iii) instrument filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. D809352 and recorded under Film Code No. 157-32-1722 of the Official Public Records of Real Property of Harris County, Texas (the remaining portion of said 130-foot easement being located south of Parcel "B" of the Subject Property).

G. Any building line or easement other than those described above which may be reflected by the plat of Westchase Subdivision, Section Twelve, recorded in Volume 265, Page 74, of the Map Records of Harris County, Texas, to the extent that they affect any portion of the Subject Property.

H. The provisions of the plat of Westchase Subdivision, Section Twelve, as recorded in Volume 265, Page 74, of the Map Records of Harris County, Texas, respecting (i) the dedication of unobstructed aerial easements adjacent to all public utility easements shown thereon and (ii) the dedication of drainage easements, if any, along bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located on the property so subdivided and the covenants, agreements and rights in respect of such easements and all other drainage facilities and structures located thereon.

I. An easement hereby reserved by Grantor for itself, its successors and assigns along the entire east boundary line of Parcel "A" of the Subject Property, such easement being one-half of an unobstructed easement 10 feet wide, at, below and from the ground level upward for overhead and underground utilities, together with unobstructed aerial easements adjacent to and adjoining said 10-foot wide easement on both sides thereof, said aerial easements extending upward from an inclined plane, said inclined plane, which represents the lower limits of such aerial easements, beginning at a height of 15 feet above the ground and then continuing outward at an angle of 22° 37' to a height of 19 feet 2 inches so that such 10-foot easement and such aerial easements together cover in their entirety an area 30 feet in width, it being understood that the other one-half of the easements herein described shall be located on adjoining land to the east of Parcel "A" of the Subject Property. In addition, such easements are hereby reserved on Parcel "A" of the Subject Property for down guy wires as shall be required by Houston Lighting & Power Company at the northern terminus of the easement reserved in this Paragraph I.

J. An easement hereby reserved by Grantor for itself, its successors and assigns along the entire south boundary line of Parcel "A" of the Subject Property, such easement being ten (10) feet wide at, below, and from the ground level upward for overhead and underground utilities, together with an unobstructed aerial easement located north of, adjacent to, and adjoining said 10-foot easement, said aerial easement extending upward from an inclined plane, said inclined plane, which represents the lower limits of the aerial easement, beginning at a height of fifteen (15) feet above the ground and then continuing outward at an angle of 22° 37' to a height of nineteen (19) feet two (2) inches, so that such 10-foot easement and such aerial easement together cover in their entirety an area 20 feet in width.

K. To the extent that they affect the Subject Property, the royalty interests reserved in the following three deeds, to all of which reference is here made for a more particular description of the property to which such royalty interests relate and for all other pertinent provisions:

(a) Deed from William L. Rogers and wife, Beulah Rogers, to E. W. K. Andrau dated June 1, 1950, recorded in Volume 2103, Page 207, of the Deed Records of Harris County, Texas, said reserved royalty interest being equal to 1/8th of all the oil royalty, gas royalty, royalty on casinghead gas, and royalty on all other minerals reserved under any leases theretofore or thereafter executed;

(b) Deed from John Joseph Rogers and wife, Maude E. Rogers, to E. W. K. Andrau dated June 1, 1950, recorded in Volume 2103, Page 213, of the Deed Records of Harris County, Texas, said reserved royalty interest being equal to 1/8th of all the oil royalty, gas royalty, royalty on casinghead gas, and royalty on all other minerals reserved under any leases theretofore or thereafter executed; and

(c) Deed from The Union National Bank of Houston, Trustee, under the Will of Nellie E. Rogers, Deceased, to E. W. K. Andrau dated June 2, 1950, recorded in Volume 2103, Page 219, of the Deed Records of Harris County, Texas, said reserved royalty interest being equal to 1/4th of all the oil royalty, gas royalty, royalty on casinghead gas, and royalty on all other minerals reserved under any leases theretofore or thereafter executed;

all of said Deeds providing that it shall not be necessary for the persons reserving such royalty interests to join in the execution of any future leases, but that all future leases shall provide for certain minimum royalties therein specified and provision being made for certain royalties to be paid if there is production without a lease.

L. The following conditions, covenants and restrictions (hereinafter called "Protective Covenants"):

1. Uses Permitted: All of the building sites shall be used solely for office and residential purposes and services ancillary to such uses, all under the conditions hereinafter set forth. No restaurant, gasoline service station, motor hotel, financial institution, retailing or other use will be permitted except on such sites, if any, as Grantor, in the exercise of its sole discretion, shall first approve in writing.

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, or which is in violation of the laws of the United States or the State of Texas or any subdivision thereof. Written approval by Grantor of a particular use shall be conclusive evidence of compliance with this Protective Covenant to the extent that such use is not in violation of any law or ordinance. Grantor shall not be liable to any person in respect of any use for which Grantor has in good faith granted such approval.

2. Architectural and Design Control: All construction and development of the Subject Property shall be subject to the approval of Grantor. No building or other improvement shall be constructed on the Subject Property and no changes shall be made in any building or improvement which may hereafter be constructed thereon until plans and specifications therefor (including a site plan, site landscaping and grading plans, plans for offstreet parking of vehicles and utility layout) have been submitted to and approved by Grantor as to type and quality of materials, harmony of exterior design and colors with existing structures on the site or on other sites in the area and location with respect to topography and finished ground elevations. Grantor, in its discretion, may provide development guidelines for site planning, architecture and landscaping, and, if and when such guidelines are provided, they shall be used as the basis for review and approval or disapproval of plans. Grantor shall in writing advise the party submitting the plans and specifications of (i) the approval thereof or (ii) the segments or features which are deemed by Grantor to be inconsistent or not in conformity with these Protective Covenants. In the event Grantor does not, within thirty (30) days after receipt by Grantor of such plans and specifications, give written notice of the disapproval or objection to features thereof, the approval of Grantor shall be deemed to have been given. All buildings shall be built and all other improvements shall be made in accordance with drawings and specifications as the same may have been finally approved by Grantor. Grantor shall not, however, be liable to any person under any theory or under any circumstances in connection with its approval or disapproval of drawings and specifications, including, without

limitation, any liability based on soundness of construction, adequacy of drawings and specifications or otherwise.

3. Setback Lines: For all uses except residential purposes there shall be a thirty and one-half (30.5) foot landscaped setback from Meadowglen Lane and from Walnut Bend Lane to any building or other structure, parking, driveway or other paving.

For residential purposes there shall be a twenty and one-half (20.5) foot landscaped setback from Meadowglen Lane and from Walnut Bend Lane to any building or other structure, parking, driveway or other paving.

The applicable building setback line shall be measured at a right angle from the property line.

No building or other structure, including a parking garage, shall be erected on the Subject Property nearer than 15 feet from any property line where such property line does not abut any dedicated public street if the building is two stories or less in height, nor nearer than 35 feet from any of said property lines if the building is three or four stories in height, nor nearer than 50 feet from any of said property lines if the building is five or more stories in height. For the purposes of this Section 3 a "story" shall be considered to be fifteen (15) feet in height. Exceptions to the setback requirements may be made with respect to the setback of a parking garage from a property line of a site where such property line does not abut any dedicated public street in such instance or instances as Grantor approves in writing in advance where, in the sole opinion of Grantor, the height and appearance of such parking garage will be architecturally compatible with any building constructed on the opposite side of the property line or lines in question. The setback requirements as aforesaid for a particular structure shall be determined by the height of that particular structure without regard to whether such structure is attached to any other structure. Notwithstanding the foregoing provisions of this Section 3, if any part of a Harris County Flood Control District drainage easement lies within the Subject Property, no building or other structure, including a parking garage, shall be erected on the Subject Property nearer than twenty (20) feet from the boundary of such easement.

4. Parking: For all uses except residential purposes, parking shall be provided in (a) the minimum ratio of one (1) permanently surfaced (asphalt or concrete), off-street passenger car parking space for each two hundred fifty (250) gross square feet of interior office building area or (b) the minimum ratio of one (1) passenger car parking space for every two (2) occupants of such building, whichever ratio shall result in the greater number of parking spaces. However, in respect of office buildings with an interior area totaling 100,000 square feet or more the minimum parking ratio shall, in lieu of the ratio provided in the preceding sentence, be a minimum of seven (7) passenger car parking spaces for every ten (10) occupants of such building. No use shall be made of the Subject Property or any building constructed thereon which requires or is reasonably expected to require or attract parking in excess of the capacity of the facilities maintained therefor on said property.

For residential purposes adequate off-street parking shall be provided to accommodate all parking needs.

Parking will not be permitted on any street or road, either public or private, or at any place other than the paved parking spaces provided in accordance with the foregoing, and each owner and lessee shall be responsible for compliance by their respective employees, tenants, and visitors. All parking areas shall be screened from public view in a manner approved in writing by Grantor prior to construction or alteration of any building. Unless otherwise approved in writing by Grantor, parking will not be permitted in front of any building setback line. Except in respect of a parking garage as to which Grantor has permitted an exception as provided in Section 3 hereof, no parking, carports, driveways, or other paving shall be located within five (5) feet of side or rear property lines.

5. Loading Docks: Loading docks will not be permitted to face any street and provision must be made for handling all freight on those sides of a building which do not face a street. All loading docks must be screened from public view in a manner approved in writing by Grantor prior to construction or alteration of any building.

6. Landscaping: All open, unpaved space including, but not limited to, front, side and rear building setback areas, shall be planted and landscaped according to a plan approved in writing by Grantor. Landscape plans submitted for approval of Grantor shall indicate the number, size, spacing and species of shrubs and trees, and the species of ground cover. A sprinkler system of approved design shall be installed in the landscaped setback areas of Meadowglen Lane and Walnut Bend Lane. Landscaping in accordance with the plans approved by Grantor must be installed within thirty (30) days following the occupancy of a building. This period may be extended by Grantor in the event of delays caused by adverse weather conditions or other causes beyond reasonable control. Sidewalks constructed in accordance with Grantor's specifications shall be installed along any dedicated street.

7. Screening: The right of a purchaser, grantee, owner or lessee to use any building or buildings shall not be construed to permit the keeping of articles, goods, materials, incinerators, storage tanks, refuse containers or like equipment in the open or exposed to public view, or view from adjacent buildings. If it shall become necessary to store or keep such materials or equipment in the open, they shall be screened from view in a manner approved in writing by Grantor. Said screen shall be of a height at least equal to that of the materials or equipment being stored, but in no event less than six (6) feet in height. Adequate screening must also be provided to shield such stored materials and equipment from view from ground floor level of all adjacent buildings. Under no circumstances shall any materials or equipment be stored within the applicable building setback line from any street.

Water towers, storage tanks, processing equipment, air conditioning and other mechanical equipment, stand fans, skylights, cooling towers, communications towers, vents and any other structures or equipment shall be architecturally compatible or effectively shielded from view by an architecturally sound method which shall be approved in writing by Grantor before construction or erection of said structures or equipment.

8. Signs: Detailed drawings and specifications for all proposed signs, including site information signs, shall be submitted for the approval of Grantor. All signs shall conform to the overall sign program established by Grantor and shall be of a design and material approved by Grantor. Unless otherwise approved in writing by Grantor, for all uses except residential purposes, all signs must be attached to a building, parallel to and contiguous with its wall, and must not project above its roof line. No sign of a flashing or moving character shall be installed. No sign shall be painted on a building wall unless approved in writing by Grantor.

For residential purposes, within setback areas adjacent to a dedicated street, permanent signs identifying the project, street address, and available vacancies will be permitted provided that they are in a scale and of a character consistent with the architecture of the project and are approved in writing in advance by Grantor.

Temporary signs will be permitted in the setback areas for advertising purposes. These signs may be larger and of a different character than the permanent signs but must also be approved in writing in advance by Grantor. No mobile signs shall be permitted nor shall signs be permitted to project above the building roof line. All temporary signs must be removed when either the project is substantially leased or has been substantially complete for six months, whichever occurs earlier. Grantor may at its election extend in writing the time in which temporary signs must be removed.

If, at any time, the purchaser, owner, user or lessee of any part of the Subject Property shall be in contravention of this covenant,

Grantor, without being deemed to be guilty of a trespass and without being otherwise liable to such purchaser, owner, user, lessee, or any other person, may enter upon the Subject Property or any part thereof and may remove any sign not complying with this covenant and not approved in advance in writing by Grantor.

9. Illumination: For all uses except residential purposes, all buildings shall have exterior illumination facilities for their front and side walls of a power and design to be approved by Grantor prior to commencement of construction, and upon completion of said building said illumination facilities shall remain in full operation until 10:00 o'clock each night.

10. Electrical Distribution: Only underground conduits shall be used for all secondary electrical distribution lines located within the boundaries of the Subject Property and which secondary distribution lines emanate from primary distribution lines located on easements granted by Grantor along one or more sides of the perimeter of the Subject Property, unless Grantor, in the exercise of its sole discretion shall otherwise first approve in writing.

11. Maintenance: The owner and lessee of any site shall have the duty of and responsibility for keeping the premises, building, improvements and appurtenances and landscaping in a well-maintained, safe, clean and attractive condition at all times. If, in the opinion of Grantor or Westchase Two Community Association, Inc. (a Texas non-profit corporation which is hereinafter called "Westchase Two Association"), any such owner or lessee is failing in this duty and responsibility, then Grantor or Westchase Two Association may give such owner or lessee, or both, notice of such fact and such owner and/or lessee must within ten (10) days of such notice, undertake the care and maintenance required to restore said owner's or lessee's property to a safe, clean and attractive condition. Should any such owner or lessee fail to fulfill this duty and responsibility after such notice, then Grantor or Westchase Two Association shall have the right and power to perform such care and maintenance, and the owner or lessee (and both of them) of the property on which said work is performed by Grantor or Westchase Two Association shall be liable for the cost of any such work and shall promptly reimburse Grantor or Westchase Two Association, as the case may be, for the cost thereof. If such owner or lessee shall fail to so reimburse Grantor or Westchase Two Association within thirty (30) days after being billed therefor by Grantor or Westchase Two Association, then said cost shall be a debt of such owner or lessee (and both of them), payable to Grantor or Westchase Two Association, as the case may be, and shall be secured by a lien against any such owner's and lessee's property. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Harris County, Texas, prior to the date payment of such charge becomes due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which became due and payable prior to such foreclosure date; but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this paragraph, nor shall the personal obligation of any property owner or lessee foreclosed be extinguished by any foreclosure. The duty and responsibility imposed upon the owner and lessee of any site by this paragraph shall be over and above any maintenance which may be performable by Westchase Two Association pursuant to the terms of the next succeeding numbered paragraph.

Notwithstanding the foregoing paragraph, if the ownership of the Subject Property which is used for residential purposes shall become vested in two or more separate owners, all owners of sites in the Subject Property shall collectively appoint a single representative (hereinafter called the "Owners' Representative") which may be a non-profit corporation or association in which all such owners are members. Notice of the name

and address of the Owners' Representative shall be given in writing to Grantor and Westchase Two Association promptly after the appointment of, or any change in, the Owners' Representative. For all purposes of the foregoing paragraph, including, without limitation, the giving of notice and the submission of bills for work performed, Grantor and Westchase Two Association may deem and treat the Owners' Representative as the owner of all sites in the Subject Property, and any monies owed to Grantor and Westchase Two Association shall be a debt of the Owners' Representative, but Grantor or Westchase Two Association, as the case may be, shall nevertheless have a lien against the property of each separate owner or lessee of any site in the Subject Property to the same extent as is provided in the foregoing paragraph if such owner or lessee shall not have paid the charges attributable to such property, and nothing contained in this paragraph shall release, discharge, or affect such lien, and the same may be enforced to the same extent as provided in the foregoing paragraph. Unless and until an Owners' Representative is appointed and notice thereof is given to Grantor and Westchase Two Association, as provided in this paragraph, the Grantee hereunder shall, for all purposes hereof, be deemed to be the Owners' Representative.

12. Westchase Two Association; Maintenance Fund: Grantor hereby designates the Subject Property as part of the Project, as that term is defined in the Agreement Establishing Maintenance Charge, filed for record in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. F748372 and recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 105-82-1368, and the Subject Property is hereby subjected to the annual maintenance charge provided for in such Agreement, reference being here made to such Agreement and the record thereof for all purposes.

All owners of land in the Subject Property which is used for other than residential purposes shall be members of Westchase Two Association, and shall be subject to all the provisions of the Articles of Incorporation and Bylaws in respect of Westchase Two Association and to the aforesaid Agreement.

In respect of any portion of the Subject Property which is used for residential purposes, the Owners' Representative shall be a member of Westchase Two Association and shall alone be entitled to cast the entire vote to which that portion of the Subject Property would be entitled pursuant to the provisions of the Bylaws of Westchase Two Association in respect of membership in Westchase Two Association. The annual maintenance charge herein provided for in respect of such portion of the Subject Property shall apply to the residential portion of the Subject Property as a whole and shall constitute a debt of the Owners' Representative under the circumstances set forth in the preceding numbered paragraph. Westchase Two Association shall, however, have a lien against the property of each separate owner of any portion of the Subject Property which is used for residential purposes to the same extent as is provided in Section 11 of these Protective Covenants if such owner shall not have paid the annual maintenance charge attributable to such property.

13. Appointment of Attorney-in-Fact for Grantor; Substitution of Westchase Two Association for Grantor: Wherever in these covenants the approval of Grantor is required as a condition in respect of certain functions or where other consents, waivers or other actions on the part of the Grantor are required to be or may be given by Grantor, Grantor may, at any time and from time to time, by instrument filed for record in the office of the County Clerk of Harris County, Texas, appoint any person, firm or corporation as agent and attorney-in-fact to perform such act, function or duty of Grantor hereunder, and such power may be effectively revoked only by instrument filed for record in the office of the County Clerk of Harris County, Texas. It is understood and agreed, however, that Westchase Two Association shall succeed to all the rights, obligations and functions of Grantor hereunder at such time as the ownership by Grantor, or its successors, of property in the Project (as hereinabove defined) shall have terminated.

14. Initial Construction Period: If, after the expiration of one year from the date of closing of the Contract of Sale pursuant to which Grantor has conveyed the Subject Property to Grantee, actual construction thereon of a building approved by Grantor shall not have begun, Grantor shall at any time within 180 days thereafter have the right to require the conveyance of the Subject Property to any third party or parties designated by Grantor, for a total consideration equal to the original purchase price (not including any sum on account of ad valorem taxes, interest, or other such charges). This conveyance by Grantor is made and accepted on condition that the purchaser, grantee or owner shall be obligated to convey good title to the Subject Property, subject only to those matters that are set forth in the deed by which Grantor has conveyed the Subject Property to the Grantee, at the direction of Grantor under the conditions herein set forth, and to consummate such conveyance in Houston, Harris County, Texas.

Grantor may, at its election, extend in writing the time within which construction must be commenced.

15. Termination and Amendment of Covenants: Unless extended as hereinafter provided, each restriction, condition and covenant in these Protective Covenants shall terminate and be of no further force or effect on January 1, 2025. By approval of a majority of the votes entitled to be cast by the members of Westchase Two Association, these Protective Covenants may, at any time, be altered, amended or extended, but no party shall be charged with notice or inquiry in connection with any such amendment, modification or termination unless and until the instrument embodying the same shall be actually filed for record in the office of the County Clerk of Harris County, Texas.

16. Enforcement: Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, 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. Such enforcement may be by the owner of any property in the Project, as that term is hereinabove defined, and/or by Grantor and/or by Westchase Two Association.

17. Validity: The invalidity or unenforceability of any one or more of these Protective Covenants or any part or parts of any one thereof in any instance or as applied to any particular situation shall in no way affect or invalidate the other Protective Covenants or other parts of such covenant or the application thereof to other circumstances, but, to the contrary, all Protective Covenants herein contained shall remain in force and effect during the term herein specified to the full extent and to all circumstances which may be legally enforceable.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, but subject, however, to the Subject Encumbrances.

EXECUTED this 11th day of December 1978.

WESTCHASE TWO,
A Texas Limited Partnership
By: TWA, INC. (Its Managing General Partner)

By 
Andrew R. Lear

Executive Vice President

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ANDREW R. LEAR, known to me to be the person and officer of TWA, Inc., a corporation, whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said TWA, Inc., a corporation, acting therein in its capacity as Managing General Partner of Westchase Two, a Texas Limited Partnership, and that he executed the same as the act and deed of such corporation acting in such capacity and thereby as the act and deed of said limited partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of December, A. D. 1978.



J. W. Bartman
Notary Public in and for
Harris County, Texas

J. W. BARTMAN
My Commission Expires
June 30, 1980

114-93-0965

EXHIBIT "A"

All those certain lots, tracts or parcels of land containing 17.2254 acres, situated in the Henry Woodruff Survey, Abstract No. 844, in Harris County, Texas, being a part of Block 3, Unrestricted Reserve "C", of Westchase Subdivision, Section Twelve, according to the plat thereof recorded in Volume 265, Page 74, of the Map Records of Harris County, Texas, said 17.2254 acres being more particularly described in two parcels by metes and bounds as follows:

Parcel "A"

COMMENCING at the intersection of the extended Easterly right-of-way line of Walnut Bend Lane (60-foot wide right-of-way) with the extended Southerly right-of-way line of Meadowglen Lane (60-foot wide right-of-way);

THENCE, S 68° 56' 35" E, along the extended Southerly right-of-way line of Meadowglen Lane, for a distance of 10.00 feet to a 5/8-inch iron rod set for the POINT OF BEGINNING of the herein described Parcel "A";

THENCE, S 68° 56' 35" E, along the Southerly right-of-way line of Meadowglen Lane, for a distance of 351.54 feet to a 5/8-inch iron rod set at the point of curvature of a curve to the left;

THENCE, along the Southerly right-of-way line of Meadowglen Lane with said curve to the left, having a radius of 4030.00 feet, and subtending a central angle of 04° 20' 20", for an arc distance of 305.18 feet to a 5/8-inch iron rod set for corner;

THENCE, S 02° 44' 51" E, leaving the Southerly right-of-way line of Meadowglen Lane, for a distance of 796.17 feet to a 5/8-inch iron rod set for corner in the Northerly right-of-way line of a Harris County Flood Control District Drainage Easement, according to the plat of said Westchase Subdivision, Section Twelve, recorded in Volume 265, Page 74, of the Map Records of Harris County, Texas;

THENCE, N 85° 06' 22" W, along the Northerly right-of-way line of said Harris County Flood Control District Drainage Easement, for a distance of 195.20 feet to a 5/8-inch iron rod set for corner;

THENCE, S 87° 44' 00" W, along the Northerly right-of-way line of said Harris County Flood Control District Drainage Easement, for a distance of 608.20 feet to a 5/8-inch iron rod set for corner at its intersection with the Easterly right-of-way line of Walnut Bend Lane;

THENCE, N 02° 38' 07" W, leaving the Northerly right-of-way line of said Harris County Flood Control District Drainage Easement, along the Easterly right-of-way line of Walnut Bend Lane, for a distance of 295.50 feet to a 5/8-inch iron rod set for the point of curvature of a curve to the left;

THENCE, along the Easterly right-of-way line of Walnut Bend Lane with said curve to the left, having a radius of 1460.00 feet and subtending a central angle of 23° 41' 32", for an arc distance of 603.72 feet to a 5/8-inch iron rod set at the point of tangency;

THENCE, N 21° 03' 25" E, along the Easterly right-of-way line of Walnut Bend Lane, for a distance of 144.77 feet to a 5/8-inch iron rod set for corner;

THENCE, N 66° 03' 25" E, leaving the Easterly right-of-way line of Walnut Bend Lane, for a distance of 14.14 feet to the POINT OF BEGINNING; CONTAINING within these metes and bounds 16.0000 acres (696,960 square feet) of land area in this Parcel "A".

Parcel "B"

BEGINNING at a 5/8-inch iron rod set for corner at the intersection of the Easterly right-of-way line of Walnut Bend Lane (60-foot wide right-of-way) with the Northerly right-of-way line of a 130-foot Harris County Flood Control

District Drainage Easement, according to the plat of said Westchase Subdivision, Section Twelve, recorded in Volume 265, Page 74, of the Map Records of Harris County, Texas, the same being the Southwest corner of the previously described Parcel "A";

THENCE, N 87° 44' 00" E, along the Northerly right-of-way line of said Harris County Flood Control District Drainage Easement, for a distance of 608.20 feet to a 5/8-inch iron rod set for corner;

THENCE, S 85° 06' 22" E, along the Northerly right-of-way line of said Harris County Flood Control District Drainage Easement, for a distance of 195.20 feet to a 5/8-inch iron rod set for corner;

THENCE, S 02° 44' 51" E, leaving the Northerly line of said Harris County Flood Control District Drainage Easement, for a distance of 65.67 feet to a point for corner;

THENCE, S 87° 44' 00" W, for a distance of 144.81 feet to a point for corner;

THENCE, N 02° 38' 07" W, for a distance of 25.00 feet to a point for corner;

THENCE, S 87° 44' 00" W, for a distance of 657.04 feet to a point for corner in the Westerly right-of-way line of Walnut Bend Lane;

THENCE, N 02° 38' 07" W, along the Westerly right-of-way line of Walnut Bend Lane, for a distance of 65.00 feet to the POINT OF BEGINNING; CONTAINING within these metes and bounds 1.2254 acres (53,380 square feet) of land area in this Parcel "B".

FILED
DEC 11 3 03 PM 1978

[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]
COUNTY CLERK,
HARRIS COUNTY, TEXAS



DEC 11 1978

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

114-93-0967