NB 22-76 544108 E961351 LS B PD 34 5550

E961351

153-13-0037

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STATE OF TEXAS TO KNOW ALL, MEN BY THESE RESENTS: THAT

COUNTIES OF HARRIS I

WHEREAS, under date of December 7, 1972, FRIENDSWOOD DEVELOPMENT COMPANY AND KING RANCH, INC., as Declarant (the "Declarant") executed an instrument entitled "Declaration of Covenant Conditions and Restrictions" (the "Declaration") covering 237.8677.

Some of land in Harris and Montgomery Counties, Texas, recorded December 11, 1972 under File No. D757824, Film Code No. 154-23-0893 in the Official Public Records of Real Property of Harris. County Texas, and in Volume 906 on Page 569 of the Deed Records of Montgomery County, Texas, to which reference is here made for all purposes; and

DEVELOPMENT, COMPANY AND KING RANCH, INC., executed an instrument amending the Declaration and said instrument of amendment was like to be 18, 1975 under Fil. No. E563882, Film Code No. 128-12-2169, in the Official Public Records of Real Property of Harris County, Texas, is not in Volume 909 on Page 659 of the Deed Records of Montgomery County, Texas, to which reference is the research and the code of Montgomery County, Texas, to which reference is the research was a supposed and the code of Montgomery County.

AHERRAS, it is the desire of the Declarant to smend with the lartic of 14. Bection 3, of the Declaration, as amended, which provides the initial maximum annual assessment and method for increasing for maximum assessment.

Section 3 is hereby amended to read as follows:

Of the year immediately following the conveyance of the first Lot or tract of Commercial Land to an owner, the maximum annual assessment. Until January 12 Or tract of Commercial Land to an owner, the maximum annual assessment shall be forty Right and no/100 Dollars (\$48.00) per lot and Saventy Six Cents (\$0.76) per 100 square feet, or fraction thereof

following the conveyance of the first Lot to an Owner. It the naximum annual assessment shall be adjured in conformance with the Consumer Price Index (CPI) published by the U.S. Department of Labor, specifically the Conformance with the Consumer Price Index (CPI) published by the U.S. Department of Labor, specifically the Conformance with the Consumer Price Index for Urban Wage Earners and Clerically Workers, U.S. City Average, All Items, unadjusted for seasonal variation. The maximum assessment for any year such associated above in the first sentence of this was such that the fourth month prior to the beginning of the subject year and (c) dividing that resultant by the seasonal variation for the fourth month prior to the seasonal variation was signed by the Declaration was s

(1) From and after January 1 of the year immediately in the Collowing the conveyance of the first Lot to an Owner the maximum annual assessment amount specified above in the life frat sentence of this Section and used in the above CPI adjustment formula may be changed by a vote of the member provided that any such the sent of the provided that any such the sent of the sentence of

53 13 10 39 two thirds (2/3) of the votes of each class of ment who are voting in person or by proxy, at a meeting called for this purpose, written notice of which sh he sentuto all members not less than 30 days nor mother than 80 days in advance of the meeting setting for the purpose of the meeting. The limitations hereof hot apply to any change in the maximum and basis of assessments undertaken as an incident to a merger consolidation in which the Association is authoriz participate under its Articles of Incorporation (c) The Board of Directors may fix the annual at an amount not in excess of the maximum. ROANOKE BUILDING COMPANY and LARKSTONE BUILDING COMPANY the country of in excess of ninety percent (90%) of the properties governed by the Declaration as evidenced by that cortain deed from the Declarant dated December 19, 1972, and recorded under File No. 10764180; Film Code No. 154-37-0670, in the Official Public Records of Real Property of Harris County, Texas, and by that hapforiplation Sherwood Trails, Section One, recorded Decembers 1976 Fin Wolling 230 Page 89 of the Map Records of Harris County Texas Fin Satisfaction of the requirement regarding amending the Declaration was set forth in Article V, Section 3 thereof join 1 the recution of this (instrument of amendment in affirmation) theretor, EXECUTED this Lat day of Novamber 1978 FRIENDSWOOD DEVELOPMENT/COMPANY Acting Herein Tor, Itsel 1 8 0 Que ROANOKE BUILDING COMPAR Wande Towns Larkstone building Compan ATTEST By: Will Wice President Receive Secretary STATE OF TEXAS OUNTY OF HARRIS BEFORE ME, the undersigned authority, on this day per appeared J. C. BYRD, known to me to be the person whose in subscribed to the foregoing instrument as Vice President of WOOD DEVELOPMENT COMPANY, and acknowledged to me that he so The same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said FRIENDS (CONDAINY), which company acted in the capacity therein GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4

Notary Public in and for Harris County Texas (County Texas

STATE OF TEXAS COUNTY OF HARRIS 153-13-0039 BEFORE AE, the undersigned authority, on this day porsonally appeared WILLIAM 5. O DONNELL known to me to be the person whose a name is subscribed to the foregoing instrument as Vice President. of ROANOKE BUILDING COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expected in the capacity therein stated, and as the act and deed ot baid ROAPOKE BUILDING COMPANY. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the Notary Public in and for Harris County, Toxas STATE OF TEXAS COUNTY OF HARRIST I IN THE CAPACTY THE FOLD STATES, and as the act and dee Id LARISTONE BUILDING COMPANY.

ILYBOURDER MY HAND AND SEAL OF OFFICE this the 19 day.

11976. Harris County, Texas ording Return To

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1900 Development Company

STATE OF TEXAS

COUNTIES OF HARRIS AND MONTGOMERY

128-12-2169

KNOW ALL MEN BY THESE PRESENTS: THAT

"WHEREAS, under date of December 7, 1972, FRIENDSWOOD DEVELOPMENT COMPANY and KING RANCH, INC., as Declarant, executed and filed for record instrument titled "Declaration of Covenants, Condittons and Rentrictions covering 237.8677 acres of land in Harris and Montgomery Countles, Texas, recorded under County Clerk's File No. 1757824, Film Code No. 154-29-0893 in the Official Public Records of Real Property of Harris County; Texas, and in Volume We, Page 519. of the Deed Records of Montgomery County, Texas, to which reference is here made for all purposes; and

WHEREAS, reference to made in said Declaration to Northpark Village Community Appociation, a Texas non-profit corporation, and the name of said Association has been changed by amendment to Its Articles of Incorporation to Sherwood Trails Village Community Association;

NOW, THEREFORE, FRIENDSWOOD DEVELOPMENT COMPANY and KING RANCH, INC., do hereby amend the aforesald Declaration by substituting Sherwood Trails Village Community Association / Le for Northpark Village Community Association wherever it appears therein. Otherwise, said Declaration shall remain as originally written.

EXECUTED this 6th day or October

FRIEHDSWOOD DEVELOPMENT COMPANY. Acting Herein for fiself and for KING RANCH, INC.

OF - TEXAS

COUNTY OF HARRIS

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

Hotel: C. Sauce Notel: Public in and for Harris County, Texas

SHIRLEY C. DREW

Notary Public in and for Harris County, Texas
My Commission Expires

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

D757824

DECLARATION

154-29-0893

Willy

OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS
COUNTY OF HARRIS
AND MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS

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

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the H. T. & B. R. R. Co. No. 3 Survey, Abstract No. 1719 in Harris County, Texas and Abstract No. 283 in Montgomery County, Texas, the H. T. & B. R. R. Co. No. 5 Survey, Abstract No. 422 in Harris County, Texas and Abstract No. 282 in Montgomery County, Texas, and in the Harrison McLean Survey, Abstract No. 529 in Harris County, Texas, containing 237.8677 acres of land, which is more particularly described in Exhibit "A attached hereto, made a part hereof and incorporated herein for all purposes.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Northpark Village Community 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 or Apartment, townhouse or patio house living unit or tract of Commercial Land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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. The Common Area to be owned by the Association at the time of the conveyance of the first Lot or tract of Commercial Land is:

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

Section 6. "Commercial Land" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and restricted to commercial use or any plot of land within the boundaries of the Properties which is subject to a use restriction other than residential by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris or Montgomery County, Texas, with the exception of any Lot, public school land, church land and Common Area.

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

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PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every

Owner shall have a right and easement of enjoyment in and to

the Common Area which shall be appurtenant to and shall pass

with the title to every Lot, or tract of Commercial Land,

subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot or Commercial Land remains unpaid; and for a period not to exceed si ty (60) days for any infraction of its published rules and regulations;
- (c) the rights of the Association to dedicate? or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or tract of

Commercial Land which is subject to assessment shall be a member
of the Association. Nembership shall be appurtenant to and
may not be separa ed from ownership of any Lot or tract of

Commercial Land which is subject to assessment.

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Officer T. Lipsy

 $\underline{\text{Section 2}}$. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or tract of Commercial Land owned. When more than one person 4-29-0896 holds an interest in any Lot or Commercial Land, all such persons shall be members. The vote for such Lot or tract of Commercial Land shall be exercised as they among themselves determine, but in RJ event shall more than one vote be case with respect to any Lot or tract of Commercial Land.

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

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

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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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 reasonably attorney's fees, shall also be the personal |54-29-0897 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.

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Section 2. Purposes of Assessments. The assessments levied by the Association shall be used toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:

- To render constructive civic welfare for the promotion of the social welfare of the community and for the citizens within the Properties which are a part of Northpark Village, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation;
- To promote and/or to provide municipal services and educational and public recreational services and facilities for residents within the Properties which are a part of Northpark Village;
- To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities;
- 4. To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

All street lighting and street sweeping and maintenance within the Properties which are a part of Northpark Village,

- 5 -

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mosquito abatement, police service, fire protection, park and public maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which contracts shall be negotiated by the Board of Directors of the Association and which services will be billed directly to each Owner separate from and in addition to the community assessment), and the enforcement of restrictions upon the use of property within the Properties which are a part of Northpark Village.

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Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or tract of Commercial Land to an Owner, the maximum annual assessment shall be Forty-Eight and no/100 Dollars (\$48.00) per Lot and Seventy-Six Cents (\$0.76) per 100 square feet, or fraction thereof, of Commercial Land.

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

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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.

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (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 sixty (60) days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall

commence as to all Lots and Commercial Lands on the first day

of the month following the conveyance of the first Lot or tract

of Commercial Land. The first annual assessment shall be

adjusted according to the number of months reminaing in the

calendar year. The Board of Directors shall fix the amount

of the annual assessment against each Lot and tract of

Commercial Land at least thirty (30) days in advance of each

annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due

dates shall be established by the Board of Directors. The

Association shall, upon demand, and for a reasonable charge,

furnish a certificate signed by an office of the association

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setting forth whether the assessments on a specified Lot or tract of Commercial Land have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the date shall bear interest from the due date at the rate of six percent (6%) 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 services as stated in Article IV, Section 2 hereof or by non-use of the Common Area or abandonment of his Lot or tract of Commercial Land.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or tract of Commercial Land shall not affect the assessment lien. However, the sale or transfer of any Lot or tract of Commercial Land pursuant to mortgage foreclosure or any preceding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or tract of Commercial Land from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

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

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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-five (25) 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-five (25) 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 withing the H. T. & B. R. R. Co. No. 3 Survey, Abstract No. 283 in Montgomery County, Texas, the H. T. & B. R. R. Co. No. 5 Survey, Abstract No. 412 in Harris County, Texas, and Abstract No. 282 in Montgomery County, Texas, the Thomas S. Foster Survey, Abstract No. 1720 in Harris County, Texas and Abstract No. 718 in Montgomery County, Texas, the Richard Williams Survey, Abstract No. 1721 in Harris County, Texas and Abstract No. 660 in Montgomery County, Texas, the M. H. Short Survey. Abstract No. 535 in Harris County, Texas and the Harrison McLean Survey, Abstract No. 529 in Harris County, Texas, said land being more particularly described in Exhibit "B" attached hereto, may be added or annexed to the land described in Exhibit "A" and made subject to the terms hereof by the Declarant without the consent of the members within fifteen (15) years of the date of this instrument provided that the FMA and VA determine that the addition or annexation is in accord with the general plat theretofore approved by them; however, Declarant shall not be obligated to add or annex such additional land. Such additional land which may be added or annexed shall become subject to the Annual Assessment existing at the time of such addition or annexation.

Section 5. FHA/VA Approval. As long as there is a Claus B membership, the following actions will require the prior

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approval of the Federal Housing Administration or the Veterans
Administration: Addition or annexation of additional lands,
dedication of Common Area, and amendment of this Declaration of
Covenants, Conditions and Restrictions.

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

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

ATTEST:

Seeretary

By J.C. WED, VICE PRESIDENT

THE STATE OF THE S

STATE OF TEXAS
COUNTY OF HARRIS

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

day of Security, 1972.

Notary Public in and for Harris County, Texas

FERN S. GORDON

NOTARY PUBLIC IN AND FOR HARMS COUNTY, TEXAS

NY COMMISSION EXPIRES JUNE 1, 18 73

RETURN TO:

HUBERT SMITH
FRIENDSWOOD DEVELOPMENT CO.
P.D. DRAWER 809
HUMBLE, TEXAS 77338

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T. Ligay

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DESCRIPTION OF 201,0325 ACRES "SHERWOOD TRAILS"

Being a tract or purcel of land containing 201,0325 acres located in the H.I.& B.
R.R. (b. Survey lo. 3, Abstract 1712, the H.I.& B. R.R. Co. Survey, No. 5, Abstract 472, and the Harrison Holean Survey. Abstract 529, Harris County, Texas and being more porticularly documbed by makes and beinds as follows (all bearings referenced to the Ichas Courding a System, South Central Zone):

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

THEFICE with the course line of said H.T.& B. R.R. Co. Surveys No. 3 and 5, S 02°13'54" E, at 1340.27 feet pass the Harris and Pontgomery County line and continuing to the POINT OF DEGINING at 1400.71 feet in all:

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

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

THERCE R 45°12'50" E, 60.00 feet to a 5/8" from rod for corner;

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

THENCE II 45°12'50" E. 112.00 feet to a 5/8" from rod for corner;

THERCE S 44"47"10" E, 895.00 feet to a 5/8" from rod for corner:

THEMSE S DOTOSTOIT E, 208.17 feet to a 5/8" from rod for corner;

THENCE S 77°24'32" E, 205.17 feet to a 5/8" from rod for corner;

THEACE II 87752135" E. 240.60 feet to a 5/8" from rod for corner;

THEREE S 76705'07" E, 94.57 feet to a 5/8" iron rod for corner;

THERCE II 13°53'53" E, 75.85 feet to a 5/8" from rod for corner:

THERCE S 76°06'07" E. 60.00 feet to a 5/8" from rod for corner:

THENCE S 13°53'53" W. 75.00 feet to a 5/3" from rod for corner;

THERCE \$ 76°06'07" L, 13.00 feet to a 5/8" from rod for corner;

THEREE S 63°07'45" E, 167.07 feet to a 5/8" from rod for corner; THEREE S 47'07'15" F. 241.00 feet to a 5/8" from rod for corner;

THEREL 5 GRY 2135" W. 101.00 feet to a 5/8" from rod for corner;

THEREE S 47"07'25' L. 189,00 feet to a 5/8" from rod for corner;

THENCE II 42'50'30" E. 104.00 feet to a 5/8" iron rod for corner;

THEREE S 47°87'25" E. 255.80 feet to a 5.8" from rod for curner;

THEREE 5 STOCKIOST F. 167.36 Sect to a 5/37 from red for corner.

- continued .

EXHIBIT "A" attached to Declaration of Covenants, Conditions and Restrictions, Northpark Village Community Association.

Page 1

JAN 27 1995

Comment Topen

DESCRIPTION OF 201,0325 ACRES "SHERWOOD FRAILS" - continued

THENCE S 18"03'44" E, 17.74 feet to a 5/8" iron rod for corner on the arc of a curve;

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

THENCE 97.66 feet along the arc of a curve to the left having a chord which bears \$ 84°38°51° U, 97.52 feet a central angle of 10°45'38° and a radius of 520.00 feet to a 5/3° from rod for corner on said arc;

THENCE S 18°03'44" E, 89.18 feet to a 5/8" from rod for corner;

THERCE S 02'07'25" E. at 125.63 pans the common line of aforementioned H.T.& B. R.R. Co. No. 5 and Harrison Educan Surveys and continuing to a 5/8" from rod for corner on the arc of a curve at 1400.00 feet in all;

THENCE along the arc of a curve to the left having a chord which bears \$ 82*47*41* %, a central angle of 10*09*46* and a radius of 3050.00 feet for a distance of 540.99 feet to a 5/0" iron rod, a point of reverse curve;

THERICE along the arc of a curve to the right having a chord which bears S 82°47'41° W. a central angle of 10°69'46" and a radius of 2950.00 feet at 430.65 feet pass the aforementioned common line of the H.T.A 3. R.R. Co. No. 5 and Harrison McLean Surveys and continuing to a 5/8" from rod, a point of tangency at 523.25 feet in all:

THENCE S 87°52'35" W. 120.00 feet to a 5/8" from rod for corner:

THENCE S 02'0/'25" E. 50.00 feet to a 5/8" iron rod for corner;

THERCE S 87°62'35" H, 60.00 feet to a 5/8" iron red for corner:

THERCE N 02"07'25" W, 50.00 feet to a 5/8" from rod for corner;

THEFCE S 87°52'35" W, 1253.00 feet to a 5/8" from rod for corner;

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

THERICE S 87°52'35" W. 30.00 feet to a 5/8" from rod for corner;

THERSE N 02"67'25" W. 50.00 feet to a 5/8" from rod for corner:

THINGE S 87°52'35" W. at 742.36 feet pass the aforementioned common line of the H.T.& B. R.R. Co. Surveys No. 3 and 5 and continuing to a 5/8" from rod for corner at 877.00 feet in all:

THERCE II 02°07'25" W. 45? 75 feat to a 5/8" from rod, the beginning of a curve:

THERCE along the arc of a curve to the left having a chord which bears N 03°18'39" W, a central angle of 02°22'28" and a radius of 5050.00 feet for a distance of 209.28 feet to a 5/6" from rod for corner on said arc;

- continued -

REFERENCE WENGER | DATE:
All Or Parts of The Test On The Page
Was Not Clear - Legisle For Satisfactor

EXHIBIT "A" attached to Declaration of Covenants, Conditions, and Restrictions, Northpark Village Community Association.

Page 2

JAN 27 1995

Very D. T. LOPEZ.

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DESCRIPTION OF POLORDS ACRES "SELECTION DEALES" - continued

THERE 5 87 97 37 U. 50.04 feet to a 5/5" from rod for corner on the arc of a curve;

THERE' along the arc of a curve to the left having a chord which bears N 04°58'50" M, a central and e of 00°55'0." and a radius of 5000.00 feet for a distance of 80.06 feet to a 550" iron rod. for corner on said arc;

to a DAR" INON rod, for corner on said arc; 154-29-0905
THIRCL 6 67 52135" E. CALOR feet to a S78" from rod for corner on the arc of a curve;

The Let along the arc of a curve to the left having a chord which bears N 11°43°16" W, a control mode of 12°37°46" and a radius of 5050.00 feet for a distance of 1113.14 feet to a $5/40^\circ$ iron rod for corner on said arc:

THEREF IS $45^{\circ}12^{\circ}50^{\circ}$ E, 440.74 feet to the POINT OF BEGINNING and containing 201.0325 acres of land.

Compiled by: Turner, Collie & Broden, Inc. Consulting Engineers Consulting Engineers

Houston Fort Atthur

August 2, 1972 Job Ro. 1023-049

Revised Amoust 15, 1972 Job Ro. 1023-069

Revised September 13, 1972 Job Ro. 1023-082

EXHIBIT "A" attached to Declaration of Covenants, Conditions and Restrictions, Northpark Village Community Association.

Page 3

JAN 27 1995

CARLORES THOPEZ-

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

Coing tracts or parcels of land containing 26.8352 acres located in the H.T.& B. R.R. — Co. Survey No. 3, Abstract 1719, Harris County, Texas and Abstract 283, Montgomery County, Texas, the H.F.& B. R.R. Co. Survey No. 5, Abstract 422, Harris County, Texas and Abstract 282, Montgomery County, Texas and the Harrison McLean Survey, Abstract 529, Harris County, Texas, said 36.8352 acres being in three (3) parcels and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas coordinate system, South Central Zone):

154-29-0906

PARCEL 1

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

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

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

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

THENCE S 56°03'01" E, 165.15 feet to a point for corner;

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

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

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

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

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

THENCE 5 02°07'25" E, 1453.75 feet to a point for corner on the arc of a curve in the northerly line of preposed North Park Drive (varying width);

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

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

THENCE continuing with said northerly line S $87^{\circ}52^{\circ}35^{\circ}$ W, 120.00 feet to a point for corner;

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

THENCE N 87°52'35" C, 120,00 feet to the beginning of a curve;

- continued -

EXHIBIT "A" attached to Declaration of Covenants, Conditions and Restrictions, Northpark Village Community Association.

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JAN 27 1995

on west

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DESCRIPTION OF BEINGRACHES CINCLE CO CONTROL OF ACTORS OF SHERWOOD TRAILS"

THEREF along the arc of a curve to the left having a chord which bears N 82°47'41" E, a central angle of 10°09'46", a radius of 2950.00 feet at 22.60 feet pass the aforementional common line of the B.T.& B. R.R. Co. No. 5 and Harrison McLean Surveys and continuing to a point of reverse curve at 523.25 feet in all; 154-29-0907

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

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

THENCE N 18°00'44" W, 89.18 feet to a point for corner on the arc of a curve;

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

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

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

THENCE N 18°08'44" W, 17.74 feet to a point for corner; THENCE H 33°00'00" W, 167.37 feet to a point for corner;

THENCE N₄47°07'25" W, 255.00 feet to a point for corner;

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

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

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

THENCE N 47°07'25" N. 241.00 feet to a point for corner; THENCE N 63°07'43" W, 16%.37 feet to a point for corner;

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

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

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

THENCE S 13°53'53" W, 75.00 feet to a point for corner: THENCE H 76°06'07" W. 94.37 feet to a point for corner:

THENCE S 87°52'35" W, 240.00 feet to a point for corner; THENCE N 77°24'32" W, 208.17 feet to a point for corner;

THEMCE N 58*03'SI" W. 208.17 feet to a point for corner:

- continued -

EXHIBIT "A" attached to Declaration of Covenants, Conditions and Restrictions, Northpark Village Community Association.

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Odorn T. J

Page 3

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

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

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

154-29-0908

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

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

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

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

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

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

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

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

PARCEL II

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

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

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

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

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

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

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

PARCEL III

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

- continued -

EXHIBIT "A" attached to Declaration of Covenants, Conditions, and Restrictions. Northpark Village Community Association. Page $\,6\,$

JAN 27 1995

Olan F. Lopey

DESCRIPTION OF NG. 8352 ACRES
"GREENBELT ARRACEST TO PROPOSED SHERMOOD TRAILS"

THERCE with the common line of the H.T.& B. R.R. Co. Surveys Numbers 3 and 5, N Oct 13:54" U. 1215.97 feet to the POINT OF BEGINNING, being in the northerly line of proposed North Park Drive (varying width): 154-29-0909

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A" attached to Declaration of Covenants, Conditions and Restrictions, Northpark Village Community Association. Page 7

J. .. 27 1335

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

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

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

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

THENCE continuing with said easterly line, 1239.37 feet along the arc of a curve to the right, having a chord of N 15°50'28" W, 1236.21 feet, a central angle of 17° 42'08" and a radius of 5000.00 feet to a point for corner on said arc;

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

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

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

THENCE S 40°30'15" g, at 801.01 feet pass the common line of aforementioned H.T.6B.R.R. Co. Surveys **immbers 3 and 5 and continuing to a point for corner at 819.34 fast in all;

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

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

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

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

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

EXHIBIT "B" attached to Declaration of Covenants, Conditions and Restrictions, Northpark Village Community Association.

Page 1

JAN 27 1985

Oliver & Livey

THENCE S 02°39'33" E, at 806.02 feet pass the aforementioned Harris and Montgomery.

County line, at 1121.14 feet pass the common line of aforementioned Williams and countinuing to a point for corner at 1319.23 fear in all;

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

THENCE N 02°32'43" W, 1274.73 feet to a point for corner in the southerly line of

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

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

242.07 feet along the arc of a curve to the right having a chord of \$ 26*06'48" W, 241.92 feet, a central angle of 06*56'05" and a radius

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

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

2951.20 feet along the arc of a curve to the left having a chord of \$ 07°40'36" E, 2839.23 feet, a central angle of 56°59'20" and a radius

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

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

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

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

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

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

EXHIBIT "R" attached to Declaration of Covenants, Conditions and Restrictions, Northpark Village Community Association.

Page 2

PECVISIONS HEREIN WHICH RESTRICT THE SALE, PENTAL USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF CHURCH IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A - "RTIFIFO COPY

AT : 657 JAN 2 7 1995

VERLY B. KAUFMAN, County Clerk

DOLORES T. LOPEZ J Deputy 1345.22 feet along the arc of a curve to the left having a chord of N 89°26'26" W, 1333.98 feet, a central angle of 25°41'31" and a radius of 3000.00 feet to a point of reverse curve;

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

S 87°52'35" W, at 2275.27 feet pass the common line of aforementioned H.T.6.B.R.R. Co. Surveys Number: 3 and 5, and continuing to the POINT OF BEGINNING at 2460.00 feet in all and containing 144.8366 acres in Hontgomery County and 664.5930 acres in Harris County, for a total of 809.4296 acres of land, SAVE AND EXCEPT therefrom 201.0325 acres and 36.8352 acres described in EXHIBIT "A" attached to this Declaration of Covenants, Conditions and Restrictions, leaving net acreage of 571.5619 acres of land.

EXHIBIT "B" attached to Declaration of Covenants, Conditions and Restrictions, Forthpark Village Community Association.

Page 3

JAN 27 1995

154-29-0913

RECORDER'S MEMORANDUM:

This image is of a Blue Back to which the foregoing instrument was attached.

STATE OF STRAS COUNTY OF MANAGE

Parties of the Control of the Interview of the Parties of the Control of the Cont

DEC 1 1 1972



County CLERK

IN PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, R. LSE. OF THE DESCRIBED REAL PROPERTY BECAUSE OF CLOF. OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 2 7 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas