

HARPER'S PRESERVE



COMMUNITY COVENANT FOR HARPER'S PRESERVE

NOTICE: THIS DOCUMENT SUBSTANTIALLY AFFECTS YOUR RIGHTS AND OBLIGATIONS AS AN OWNER OF PROPERTY IN THIS COMMUNITY. READ IT CAREFULLY. WITHOUT LIMITATION, YOU ARE SPECIFICALLY ADVISED AS FOLLOWS: (i) SECTION 2.2 PROVIDES FOR A MANDATORY PAYMENT OF A COMMUNITY ENHANCEMENT FEE TO THE COUNCIL UPON THE SALE OF YOUR UNIT, PLUS INTEREST, LATE CHARGES AND COSTS OF COLLECTION (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COLLECTION COSTS) IN THE EVENT THE COMMUNITY ENHANCEMENT FEE IS NOT TIMELY PAID TO THE COUNCIL, AND PROVIDES FOR A CONTINUING LIEN AGAINST YOUR UNIT TO SECURE PAYMENT OF SUCH FEES, INTEREST, CHARGES AND COST WHICH MAY BE FORECLOSED EVEN IF YOUR UNIT IS YOUR HOMESTEAD; AND (ii) UNDER CHAPTER 4, THE FOUNDER RETAINS SUBSTANTIAL RIGHTS DURING THE FOUNDER CONTROL PERIOD, INCLUDING THE UNILATERAL RIGHT, WITHOUT NOTICE TO OR CONSENT OF ANY OWNER, TO ANNEX ADDITIONAL PROPERTIES INTO THE COMMUNITY AND TO AMEND THIS DOCUMENT



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COMMUNITY COVENANT FOR HARPER'S PRESERVE

This Community Covenant is made by the Founder.

PREAMBLE

Harper's Preserve is a master planned community located in the City of Conroe's extra-territorial jurisdiction, Montgomery County, Texas. The Founder intends for it to be a special place that people invest themselves in and become a part of a true "community" where people not only live, work, and play, but put down roots and build relationships and get involved in a way that creates a better quality of life for themselves, their neighbors, and the community at large. The Founder believes that purchasing or leasing property in Harper's Preserve represents a commitment to this vision and a commitment to participate in making Harper's Preserve that special place.

Truly great communities have physical identity and a pride of place; the community's stakeholders have a positive feeling of belonging and of accomplishment in its activities. But words alone can never make community, and a community is only as good as the people who live and work there make it. This Community Covenant creates a vehicle and a process through which each person who lives or works in Harper's Preserve can become a partner in making the kind of community that people are proud to be a part of. It establishes an administrative and funding structure, administered by the Council, with the mission and authority to initiate programs, activities, and services to facilitate and enhance community life in Harper's Preserve while responding to individual and collective creativity and interests.

DEFINITION OF TERMS

As used herein, the following terms shall have the meaning set forth below.

1. **"Board"** shall mean the Board of Trustees of the Council.
2. **"By-Laws"** shall mean the By-Laws of the Council, as the Board may adopt and amend from time to time.
3. **"Certificate"** shall mean the Certificate of Formation of the Council.
4. **"Community"** shall mean the property described on **Exhibit "A"** attached hereto and any additional property hereafter submitted to this Community Covenant.

5. **"Community Association"** shall mean the owner's association designated as the Community Association by the Founder (from time to time), in its sole discretion, as the governing entity over a portion of Harper's Preserve; such designation to be in writing in form acceptable to Founder (and may be limited in time at the Founder's sole discretion) and filed in the Real Property Records of Montgomery County, Texas.
6. **"Community Declaration"** shall mean the declaration of covenants, conditions, restrictions encumbering a portion of Harper's Preserve and designated as the Community Declaration by the Founder, in its sole discretion; such designation to be in writing and filed in the Real Property Records of Montgomery County, Texas.
7. **"Community Enhancement Fee"** shall mean the fee described in Section 2.2 of this Community Covenant.
8. **"Community Program Director"** or **"CPD"** shall mean the position set forth in Section 3.1 of this Community Covenant.
9. **"Council"** shall mean Harper's Preserve Property Owner's Association, Inc., a Texas non-profit corporation, its successors and assigns.
10. **"Founder"** shall mean 242, LLC, a Texas limited liability company, its successors and assigns.
11. **"Founder Control Period"** shall have the same meaning as the Development Period as defined in the Community Declaration, as that term may be amended by amendment to the Community Declaration.
12. **"Harper's Preserve"** shall mean the property located in Montgomery County, Texas, and platted or replatted as Harper's Preserve.
13. **"Member"** shall mean the Owner entitled to membership in the Council as provided herein.
14. **"Owner"** shall mean the owner of one (1) or more Units.

15. **"System Components"** shall mean the hardware, software, programming, infrastructure, services and administration constituting the Telecommunity System.
16. **"Telecommunity Fees"** shall mean the connection fees and separate periodic fees for connection to the Telecommunity System.
17. **"Telecommunity System"** shall mean the central telecommunication receiving and distribution system (e.g., cable television, high speed data/internet/intranet services, and security monitoring) and related components, including the associated infrastructure, equipment, hardware and software, to serve the Community.
18. **"Unit"** shall mean the lots, condominiums units or other parcels of property subject to this Community Covenant.

COVENANT FOR COMMUNITY

This Community Covenant is intended to benefit the Council and the property owners and residents of the planned community described in the Community Declaration, as well as others outside the boundaries of such planned community. This Community Covenant is intended to:

- Establish a relationship between Council and the Community Association.
- Provide a framework for conducting activities and programs to involve and enhance the lifestyle of the residents of Harper's Preserve and the surrounding community; and
- Provide a mechanism for funding the Council's operations, programs, services, and activities.

The Founder, as the owner of the property described on **Exhibit "A"**, by executing and recording this Community Covenant, covenants on behalf of itself, and all future Owners in the Community, to support the mission and efforts of the Council as provided in this Community Covenant. This Community Covenant shall run with the title of all property in the Community and shall be binding upon and benefit each Owner of any portion of the property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property. This Community Covenant shall also be binding upon the Council.

CHAPTER 1

COUNCIL MISSION AND ORGANIZATION

The Founder has established the Council as a vehicle to help create "community" in Harper's Preserve. However, the Council is intended to be merely a facilitator to provide opportunities for interaction and involvement among those who live and work in Harper's Preserve and its vicinity. It cannot be effective without the participation and support of the Community's stakeholders.

1.1. Mission.

The Council's mission is to regulate and manage the subdivision in a manner that generates, preserves, and enhances a true sense of "community" through the creation and sponsorship of programs, activities, and services to facilitate:

- Interaction, inclusiveness, involvement, community pride and responsibility, and
- the sharing of ideas, common interests, and resources in order to enhance the lifestyle within and contribute to the betterment of Harper's Preserve and the surrounding community.

1.2. Organization.

The Council is a nonprofit organization with members. It is organized to serve the common good and general

welfare of Harper's Preserve and the surrounding community and as such may qualify for tax exempt status as a civic league or other qualifying organization under Section 501(c)(4) of the Internal Revenue Code. If its board of trustees at any time determines that it is not feasible for, or in the best interest of, the Council to be organized as a 501(c)(4) organization, or if tax exempt status is not granted or is revoked, or if the imposition or collection of the Community Enhancement Fee described in Section 2.2 would be a violation of any law, statute or ordinance, the Board may organize or reorganize the Council, as applicable, as another type of organization (civic, charitable or other), which may or may not have tax-exempt status and which would allow the Council to carry out its primary purposes and collect such Community Enhancement Fee to fund its purposes.

Section 3. Membership in Council. Each Owner, whether one person or more, of a Unit shall upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Council until ownership of the Unit ceases, for any reason, at which time the membership in the Council shall also automatically cease. Membership in the Council shall be appurtenant to and shall automatically follow the ownership of each Unit and may not be separated from such ownership. Prior to changing the name of the Owner of any Unit on the membership rolls of the Council, except as specifically

exempted herein, the Council or its managing agent (if authorized by the Board) may charge a transfer fee or processing fee when ownership to any Unit changes. Membership in the Council shall not include mortgagees or other persons having an interest in the Unit merely as a security for the performance of an obligation.

1.3 Administration.

The Council is administered by the Board, selected in accordance with the Certificate and the By-Laws.

1.4 Powers.

The Certificate and By-Laws grant to the Council such express and implied powers as may reasonably be necessary to regulate and manage the subdivision in that manner that creates and provides activities, services, and programs for the common good and general welfare of Harper's Preserve and the surrounding community. The Council shall act consistent with its Certificate and By-Laws, this Community Covenants, and Texas law to achieve its mission as set forth in Section 1.1.

The Council may create for-profit and non-profit entities that may or may not be tax-exempt organizations and delegate such duties and functions to those organizations as its Board deems appropriate.

The Council may engage in activities that benefit Persons other than Owners and residents of the Community. The Council shall not engage in lobbying efforts or litigation relating to zoning

matters, governmental compliance and permitting issues.

While the Council may have the power and authority to take actions, the Council may, in the Council's sole discretion, choose to narrow or expand the types of projects and activities it supports within its mission due to certain factors, including but not limited to, limitation of funds, priorities set by the Council for long term planning, pre-existing funding commitments and budgeting constraints. This especially true during the early stages of the development of the Community due to the necessity to build up reserves and the limited number of Units at the early stage of development, the reimbursement of the costs to set up the Council and the Community Covenant and the administrative costs of operating the Council.

CHAPTER 2

COUNCIL ACTIVITIES AND FUNDING

The Founder intends for the Council to be a catalyst for a wide variety of programs, services and activities to appeal to the diverse interest of those who live and work in Harper's Preserve and its vicinity. The Council must have a reliable source of funding as well as options for developing additional funding to expand its programs and services.

2.1 Council Role.

The Council shall facilitate, through organization, funding, and/or administering, such activities, services, and programs as the Board determines necessary, desirable, and appropriate to advance the Council's mission, which may include, but need not be limited to, the following:

- Build up reserves and provide for the reimbursement to the Founder for organizational costs of the Council, creation of the Covenants and other costs incurred by the Founder in connection with the Community, administration costs and management costs to run the Council;
- Acquisition of land, improvements or personal property located within or outside Harper's Preserve;
- Primary education and adult special interest programs;
- Charter clubs and other volunteer organizations and activities;
- Educational trusts or endowments;
- A volunteer data bank to match those interested in volunteering with volunteer needs of local schools, libraries, and community organizations;
- Social programs (including parties, festivals, celebrations and events that bring the Community together to celebrate national holidays, and similar events);
- Environmental programs (e.g., Community-wide recycling, tree planting, conservation practices, water conservation, storm water pollution prevention, wildlife preservation and management programs, nature/hiking trails, environmental education, public safety education, enhancement of areas under conservation or preservation easements);
- Activities designed to promote community standards through education, communication, and grass roots efforts;
- Contributions to the acquisition, design, construction and/or enhancement of facilities that may allow for formal or informal gatherings and/or meeting places for the promotion of the programs and activities outlined herein within the Community;
- Public relations activities to publicize the Council's programs and activities and/or seek participation therein;
- Cultural and artistic programs, or improvements in support of such programs which benefit the entire Community;
- Health and wellness programs, equipment and facilities;
- Operation and preservation of natural, historical and archaeological sites;
- Learning centers and computer centers;
- Computer Internet or intranet sites;
- Community-wide video and technology;
- Other services, activities, and programs for the benefit of the residents of Harper's Preserve and the surrounding community; and
- Provision of other services, activities, improvements and programs (independently or through coordination with and/or participation with local government, public and/or private organizations or civic organizations) for the benefit of the residents in the Community and the surrounding community.

2.2 Council Funding

(a) Community Enhancement Fee.

(i) *Authority.* A primary source of funding for the Council's activities shall be a Community Enhancement Fee (herein so called) to be collected upon each non-exempt transfer of title to Unit. The fee shall be charged to the seller of the Unit, shall be payable to the Council at the closing of the transfer of title, and shall be secured by a lien in favor of the Council as provided in Section 2.2(v). **In the event that any law, statute or ordinance is adopted (past, present or future) such that the Community Enhancement Fee, the lien securing the Community Enhancement Fee or anything related thereto is determined to be unenforceable, void or unlawful, the Founder (if during the Founder Control Period) or the Board (if after the expiration of the Founder Control Period) may unilaterally amend this Community Covenant to provide for a source of mandatory funding (with liens against the Units to secure such funding, in favor of the Council) that would not be in violation of any law, statute or ordinance for the Council's activities.** Certain transfers of titles are exempt from payment of the fee, as described in paragraph (iii) below.

(ii) *Amount of Fee.* The Board shall have the sole discretion to determine the amount of and method of calculating the Community Enhancement Fee, subject to the limitations described in this Section. The fee may be based upon a fixed fee or a sliding scale that varies in accordance with the "gross selling price of the Unit or any other factor the Board deems appropriate and the fee may be calculated on a different basis for different land uses. However, the Community Enhancement

Fee may not exceed 0.50% of the Unit's gross selling price. The "gross selling price" is the total costs to the purchaser of the Unit, excluding transfer taxes and title fees, if any imposed by the Montgomery County, and/or the State of Texas.

(iii) Exempt Transfer.

Notwithstanding the above, no Community Enhancement Fee shall be levied upon transfer of title to a Unit:

- by or to the Founder or any person or entity that controls, is controlled by, or is under common control with the Founder, or any person that is an owner, member, partner, designee, or shareholder of the Founder;
- by a builder designated by the Founder who held title solely for purposes of development and resale;
- by a co-owner to any Person who was a co-owner immediately prior to such transfer;
- to the Unit Owner's estate, surviving spouse, or heirs at law upon the death of the Unit Owner, or to a family trust created by the grantor for the benefit of grantor, his or her spouse, and/or heirs at law.
- To an entity wholly owned by the grantor provided, upon any subsequent transfer of an ownership or beneficial interest in such entity, the Community Enhancement Fee shall become due;
- To an institutional lender pursuant to a mortgage or deed of trust or upon foreclosure of a mortgage or deed of trust; or

- Under circumstances which the Board, in its discretion, deems to warrant classification as an exempt transfer (e.g., a transfer made solely for estate planning purposes may be, but is not required to be, deemed exempt from payment of the Community Enhancement Fee).

In addition, the Founder and/or the Council may grant exemptions for transfer of Units to entities qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code provided that for a period of at least two (2) years from the date of such transfer the property is used for exempt purposes listed in Section 501(c) of the Internal Revenue Code.

(iv) *No Reduction or Set-Off.* The Owners of Units subject to this Community Covenant may not exempt themselves from liability for the Community Enhancement Fee or other charges authorized under this Community Covenant by not using services or by not participating in programs or activities of the Council, or for any other reason. The obligation to pay the Community Enhancement Fee and other charges authorized under this Community Covenant is a separate and independent covenant on the part of each Unit Owner. A Unit Owner may not claim any reduction or set-off because of any Council action, inaction, or policy with which the Unit Owner disagrees.

(v) *Lien Rights; Collection of Delinquent Amounts.* The Council has a lien against each Unit to secure payment of the Community Enhancement Fee and other charges authorized under this Community Covenant, including but not limited to other sources of mandatory funding for the Council's activities as may be adopted by the Founder or the Board

pursuant to Section 2.2(a)(i), as well as interest on any portion of the Community Enhancement Fee and other charges not paid when due, late charges, and costs of collection (including but not limited to attorneys' fees and collection costs). The lien is superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; (b) the lien or charge of any recorded first mortgage (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value and (c) the lien in favor of the Community Association under the Community Declaration.

The Council may, as further evidence and notice of the lien, execute and record a document setting forth as to any Unit the amount of the delinquent sums due the Council at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Council to execute and record any such document shall not affect the validity, enforceability, or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Section 51.002, as it may be amended, in like manner of any deed of trust on real property. Each Owner hereby grants to the Council, whether or not it is so expressed in the deed or other instrument conveying such Unit to the Owner, a power of sale to be exercised in accordance with Tex. Prop. Code Section 51.002, as it may be amended.

The Council may bid for a Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit, subject to the Owner's right of redemption, if any, under Texas law. The Council may sue to collect an unpaid Community Enhancement Fee and other charges authorized in this Community Covenant without foreclosing or waiving the lien securing the amounts due.

The sale or transfer of a Unit does not affect the Council's lien or relieve such Unit from the lien. However, sale or transfer pursuant to foreclosure of the first mortgage will extinguish the lien as to any amounts due prior to the mortgagee's foreclosure. A person acquiring property through foreclosure of a first mortgage will not be personally liable for any amounts due prior to such person's acquisition of title.

(vi) *Statement of Account.* Upon the request of the Owner or prospective purchaser of, or the holder or prospective holder of a mortgage on, any Unit to the Council's registered agent or designee, the Council shall issue a written statement setting forth the amount of any unpaid Community Enhancement Fees and the amount of any Community Enhancement Fee due upon a transfer of title to the Unit which occurs within thirty (30) days of the date of such statement.

The Council may require the payment of a reasonable processing fee for issuance of such statement. Such statement shall be binding upon the Council as to persons who rely on the statement in good faith.

(b) *Use and Consumption Fees.* The Council may offer services or sponsor activities for which it charges uses or consumption fees to any person who chooses to use such services or participate in such activities. The Board may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Harper's Preserve residents or Owners and others), in recognition of the support obtained from property owners within the Community pursuant to this Community Covenant.

(c) *Contribution and Sponsorships.* The Council may solicit financial support and perform fund raising activities from the public, stakeholders, or corporate sponsors and accept donations to further its mission and activities. The Founder may, but shall not be obligated to, make contributions or commit funding to subsidize the Council's activities; however, payment of a contribution or subsidy in any year shall not obligate the Founder to continue such payment in future years and the Founder has the right to condition any such subsidy upon the reimbursement therefore within a reasonable period.

(d) *Grants.* The Council may also seek to qualify for local, state, or federal grants; such grants may be either private or public.

CHAPTER 3

TOOL FOR CREATING COMMUNITY

Achieving the goal of making a truly special place to live and work requires more than just providing opportunities for stakeholders to share ideas, suggestions, and desires. It also requires specialized staffing, a creative process, and good communication.

3.1 Community Program Director.

At such time as the Board determines that there are a sufficient number of residents in Harper's Preserve and a sufficient level of funding, the Board may create and fund the position of Community Program Director, whose role will be to provide leadership for the overall planning, development, implementation and continuing education of programs, activities and services to carry out the Council's mission of enhancing community within Harper's Preserve. The CPD may be an employee or an independent contractor, and may be retained on a full or part-time basis, as the Board determines appropriate.

The CPD's specific responsibilities may include the following:

(a) Creating accessible opportunities for residents to participate in and volunteer their time and skills for community events and activities;

(b) Working with volunteers and staff members and cooperating with the Board to implement the Council's community building objectives;

(c) Coordinating, promoting and facilitating community-wide cultural, artistic, musical, athletic and social events and activities;

(d) Conducting governance educational programs and contracting for and coordinating continuing education programs and opportunities;

(e) Serving as an ombudsman within Harper's Preserve by encouraging and practicing "non-adversarial communication" and, when the need arises, mediating or otherwise intervening to resolve disputes and conflicts at the request of the parties involved; and

(f) Seeking out new opportunities for building community life and spirit while appreciating diversity.

The CPD's responsibilities may also include those agreed upon by the CPD and the Board, so long as such responsibilities do not hinder, limit or otherwise interfere with the fulfillment of the CPD's responsibilities outlined above.

The CPD shall be entitled to attend and participate in Board meetings; however, in the case of discussions regarding the CPD's employment or performance, the CPD may be excluded from the Board meetings.

3.2 Community Education and Orientation.

Those who understand the structure and governance of the Community and their rights and responsibilities in the Community have a greater capacity to participate in civic life and in the affairs of the community. Therefore, the Board may establish education, training and orientation programs to facilitate and encourage such understanding. The Board may utilize any method it deems appropriate to achieve this goal, including a Community website or intranet, learning centers, new resident

welcome and orientation programs, coordinated activities with local schools, seminars, audio/video recordings, pamphlets and other publications.

The focus of community education activities may include such things as general community orientation, community governance and participation, including the nature, extent and purpose of the covenants, rules and regulations governing Harper's Preserve charter clubs and volunteer opportunities; and opportunities to participate in and affect the community's evolution and growth.

The Board may also coordinate with nationally recognized organization such as the Urban Land Institute or the Community Associations Institute to offer programs regarding community governance and operation and invite qualified speakers to provide community governance instruction and workshops.

3.3. Lifelong Learning Opportunities.

The Council may provide for or facilitate continuing education opportunities for persons of all ages based on level of interest, availability of instructions and cost. Continuing education opportunities should reflect the diverse interest of the Community (e.g., finance, art, music culture, exercise, health, and wellness, gardening, literature and recreation, among others).

3.4 Volunteerism.

In recognition of the fact that volunteerism benefits both Harper's Preserve and the larger community, the Founder desires to promote a strong volunteer ethic among residents of Harper's Preserve. Therefore, one of the Council's roles is to encourage and facilitate the organization of volunteer groups and activities within Harper's Preserve. To accomplish this end, the

Board may grant incentives for volunteering, such as exemptions from specific program fees and public recognition of distinguished volunteers and their achievements. The Board also may cooperate with and support outside organizations, such as recreational leagues or cultural organizations, by sponsoring or helping to promote the organization's events. Additionally, the Board may compile and maintain a data bank of volunteer opportunities and needs and people interested in volunteering, to help match volunteers with activities in which their interest and skills will be of assistance.

3.5 Charter Clubs.

The Board may establish or support the establishment of "charter clubs" to encourage or facilitate the gathering of people to pursue common interests or hobbies. A charter shall confer privileges and impose responsibilities on the club and its members. For example, the Board may grant privileges such as financial, administrative or technical support, material support, and liability insurance coverage.

The Board may grant charters to any group of individuals who share a particular field of interest. The Council may provide initial or ongoing funding to a charter club and/or require that club members pay dues, use or consumption fees, or otherwise obtain funding for club expenses. However, the Council shall not sponsor or provide funding for promotion of specific events or activities of a charter club unless the Board, in its discretion, determines that such events or organizations provide a general benefit to the entire Community.

3.6 Community Participation.

As key to building a sense of community is listening to the

community and appreciating the need for input from all stakeholders, whether the Founder, Owners, residents, builders, or those who work in the Community. In that regard, the Council shall strive to:

- Create and maintain an inclusive environment for all who wish to participate in its activities and programs;
- Provide an orderly, regular, and informative communication system within Harper's Preserve;
- Provide opportunities for all stakeholders to provide input on community activities and Council programs;
- Respect the value of each individual as well as the value and the importance of the Community;
- Appreciate diversity of thought and of people;
- Establish Community traditions that will engender pride in Harper's Preserve;
- Foster a sense of belonging;
- Motivate property Owners and residents to participate by offering a variety of life-enriching opportunities;
- Provide meaningful opportunities to connect with the greater community; and
- Make a significant contribution to the quality of life at Harper's Preserve.

In all dealings among and between stake holders and the Council, participants are expected to

- Be informed;
- Act with civility;
- Communicate constructively; and
- Strive to act in the best interest of the Community

as a whole and make a meaningful contribution to the Community.

3.7. Cooperation with Other Organizations.

The Council may contract with other entities and organizations, including the Community Association to provide assistance with and facilities for the Council's activities, services, programs. The Council may partner with local schools, business, and other organizations, including, but not limited to Municipal Utility District Number 95, Municipal Utility District Number 15, school districts, Montgomery County, the City of Shenandoah and the City of Conroe and solicit in-kind contributions from private or public entities to facilitate any of its activities.

3.8 Telecommunity System.

(a) Establishment and Management. The Founder reserves for itself, its affiliates, and their respective successors and assigns, a perpetual right and easement over all of the property subject to this Community Covenant for the purpose of installing, inspecting, operating, maintaining, repairing, and replacing the Telecommunity System. The Founder may, but shall have no obligation to, assign all or any portion of such rights to the Council. **The provisions of this Section 3.8 shall apply only if and to the extent that the Founder assigns such rights to the Council. Further, the provisions of this Section 3.8 shall apply only if the Founder, or if the Founder assigns its rights to the Council, the Council, elects, in its sole discretion, to have a Telecommunity System for the Community.**

The Founder may enter into and assign to the Council, or cause the Council to enter into, a bulk rate service agreement providing for access to any Telecommunity System for all Units, in which case the Council may assess each Unit and its Owner for the basic charges under such agreement, which assessment shall be secured by the Council's lien under Section 2.2(a). If particular services or benefits are provided to particular Units at the request of the Owner or occupant of such Unit, the benefited owners or occupants shall be responsible for any additional charges related to such service or benefit.

To the extent that the Founder assigns its rights to the Council, the Council shall provide for the design, installation, operation, maintenance, repair, replacement, and upgrade of the Telecommunity System as the Board deems appropriate to facilitate and encourage communication and interaction among residents and other stakeholders in the Community, as well as awareness of and participation in the activities, programs, opportunities, events, and services provided by or through the Council.

The Board shall have the sole discretion and authority to determine and select the provider(s) of the System Components constituting the Telecommunity System, and may change, modify or terminate the system as it deems appropriate, subject to the terms of any existing easements or agreements relating thereto; provided, the initial selection of any change in any provider shall be subject to the Founder's prior written approval so long as the Founder owns property subject to the Community Declaration or has the right to add property to the Community Declaration. The Council shall have no obligation to utilize any particular provider or providers; however, the Council may not refuse to renew or terminate any contract entered into during the time Founder appoints a

majority of the Council Board without the Founder's consent, unless the provider is in default under such contract.

The Council may enter into contracts with different vendors or providers for different System Components and for the maintenance, management, administration, upgrading, modification and operation of the system. Such vendors or provider may include the Founder or affiliates of the Founder, so long as the terms of any such contracts are commercially reasonable. The terms of the applicable contract may obligate individual Owners or occupants to execute contracts or agreements directly with the provider(s) prior to gaining access to the system. Such contracts or agreements may contain terms and conditions relating to use and access to the Telecommunity System in addition to those contained in this Article.

(b) Governmental Regulations. Any Telecommunity System and its providers, managers, and operators may be subject to federal, state, or municipal regulations, laws, and ordinances. Such regulations, laws and ordinance may have a significant impact on certain aspects of the system including, but not limited to, the fees charged, the method of delivery, the rights of the system users, as well as the rights of the system providers or operators. These regulations and their impact are beyond the Council's control.

(c) No Warranties. The Founder and the Council make no representations or warranties as to the quality, fitness or performance of any Telecommunity System, or as to any of the System Components, nor any warranty that a Telecommunity System will be provided or if provided, will continue to operate.

(d) System Connections. Each Unit shall have at least one (1) connection

to any Telecommunity System established pursuant to this Section. Any Unit comprised of multifamily residential structures must include at least one (1) connection per dwelling within the structure. Each Unit Owner may obtain additional connections or additional or enhanced services, if available, at such owner's expense, subject to such conditions and requirements as the Council and the provider of the particular System Component may establish.

(e) Rules of Use. The Council, in the discretion of its Board, may adopt and enforce rules concerning use of the Telecommunity System, in addition to any rules imposed under any user agreement pertaining to use of the Telecommunity System. The Council may enforce such rules by an appropriate means, which may include termination of service to the violator and his or her household.

(f) Telecommunity Fees. Subject to applicable governmental regulations and the terms of any contract with the Council or Unit owners, the Council or its designated provider shall have the authority to charge, and the Owner of each Unit shall be obligated to pay, Telecommunity Fees, commencing upon issuance of a certificate of occupancy (or equivalent governmental approval) for a dwelling or other building on the Unit. Such Telecommunity Fees, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Texas law), late charges as determined by Board resolution, costs, and reasonable attorneys fees, shall be the personal obligation of the Owner of each Unit and shall constitute a lien upon each Unit in favor of the Council until paid in full. Such lien shall have the same characteristics and shall be enforceable in the same manner as the Council's lien under Section 2.2(a). Upon a transfer of title to a Unit, the grantee shall be jointly

and severally liable for any assessments and other charges due at the time of conveyance.

The Council may collect Telecommunity Fees (directly or through a third party designated by the Board), or the Council may contract with or otherwise authorize a third party provider, manager, or operator of the Telecommunity System to collect the Telecommunity Fees.

The Council may act as the agent of any third party provider, manager, or operator for the purpose of collecting any Telecommunity Fees payable to such third party and, in such capacity, may utilize any and all methods of enforcement available to the Council for collection of other amounts due under this Community Covenant or, in the alternative, it may assign its enforcement rights under this Community Covenant (including, but not limited to, its lien rights) to such third party.

The Council may monitor satisfaction with the Telecommunity System by the Unit Owners but shall not be responsible, and will not become involved, in any disputes between the Unit Owners and any third party providers of the Telecommunity System, including but not limited to disputes involving billing or services.

CHAPTER 4

SCOPE, DURATION, AMENDMENT, NO REPRESENTATIONS OF WARRANTIES AND FOUNDER RIGHTS

Although the Council's sphere of influence is not limited to or within Harper's Preserve, the Founder anticipates that the primary support for and participation in the Council's programs and activities will come from those who live and conduct business in the Community. This Chapter explains the procedures for expanding the Community and or modifying this Community Covenant to reflect changing needs and desires as the Community is developed and matures.

4.1. Expansion of the Community.

So long as the Founder owns any property described on **Exhibits "A" or "B"** to this Community Covenant, the Founder may expand the Community to include any additional property, including but not limited to the property described on **Exhibit "B"** by recording an amendment or supplement in the County Clerk Official Records of Montgomery County, Texas, describing the additional property and declaring the intent to submit it to the terms of this Community Covenant, provided that such amendment shall also contain the written consent of the owner of such property being annexed (if such owner is not the Founder). **As of the date of this Community Covenant, the property described on Exhibit "B" is not encumbered by this Community Covenant in any manner whatsoever. Portions of the property described on Exhibit "B" may become encumbered by this Community Covenants by the Founder, at Founder's sole and absolute discretion, expanding the Community by the recordation of an amendment or supplement as set forth above.** No consent of any person shall be required other than the owner of the property being submitted to this Community Covenant, if not the Founder. The Council

may expand the Community in the same manner, except that so long as the Founder has any rights under this paragraph, such expansion shall be subject to the written consent of the Founder, as evidenced by its execution of such amendment or supplement.

Any supplement to the Community Declaration which submits additional property to the terms of the Community Declaration shall also be effective to supplement this Community Covenant if such supplement specifically references this Community Covenant and the intent to submit the additional property to the terms of this Community Covenant.

The Founder's right to expand the Community under this section shall expire when all property described in **Exhibit "B"** has been submitted to this Community Covenant or thirty (30) years after this Community Covenant is recorded, whichever is later. Until then, the Founder may transfer or assign this right to any Person who is the owner of at least a portion of the real property described in **Exhibits "A" or "B"** to this Community Covenant. Any such transfer shall be described in ii recorded instrument executed by the Founder.

Nothing in this Community Covenant shall require the Founder or any successor to submit additional property to this Community Covenant, including any property on **Exhibit "B"**.

4.2. Term and Termination.

This Community Covenant is intended to have perpetual duration, but if Texas law limits the period of effectiveness, it shall be effective for a minimum of twenty-one (21) years from the date it is

recorded. After twenty-one (21) years, this Community Covenant shall be extended automatically for successive ten (10) year periods unless owners of at least sixty (60%) percent of the Units (and the Founder, if Founder Control Period is still in effect) then subject to this Community Covenant sign a document stating the intent to terminate this Community Covenant and such document is recorded in the County Clerk Official Records of Montgomery County, Texas, within the year before any extension. In such case, this Community Covenant shall terminate on the date specified in the termination document.

If any provision of this Community Covenant would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

4.3. Amendment.

(a) By Founder. In addition to specific amendment rights granted elsewhere in this Community Covenant, the Founder may unilaterally amend this Community Covenant for any purpose during the Founder Control Period.

Thereafter, the Founder may unilaterally amend this Community Covenant if such amendment is necessary (a) to bring any provision into compliance with or adapt to any change in any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Units; (d) to satisfy the requirements of

any local, state, or federal governmental agency; or (e) to clarify any ambiguity or conflicting provisions herein. However, any amendment under this paragraph shall not adversely affect the title to any Unit unless the Unit Owner shall consent in writing-

(b) By Others. Except as otherwise specifically provided above and elsewhere in this Community Covenant, this Community Covenant may be amended only by the Board, with the approval of persons entitled to cast at least fifty-one (51%) percent of the total votes in Harper's Preserve Community Association, Inc., which approval may be obtained in any manner authorized under the bylaws of the Community Association. In addition, so long as the Founder has rights under subsection (a) above, any such amendment shall also require the Founder's written consent.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of the Founder (or the assignee of such right or privilege).

Any amendment shall become effective upon recording in the County Clerk Official Records of Montgomery County, Texas, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Community Covenant.

(d) NO REPRESENTATIONS OR

WARRANTIES. NO COVENANTS, REPRESENTATIONS, GUARANTIES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR BY OPERATION OF LAW, AND INCLUDING EXCLUSION OF ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE, SHALL BE DEEMED TO BE GIVEN OR MADE BY FOUNDER, OR FOUNDER'S OFFICERS, MEMBERS, AGENTS OR EMPLOYEES, BY ANY PROVISIONS OF THIS COVENANT OR ANY OTHER GOVERNING DOCUMENTS FOR THE COMMUNITY REGARDING ANY DEVELOPMENT ACTIVITIES OR OTHERWISE. WITHOUT LIMITATION OF THE FOREGOING, FOUNDER EXPRESSLY DISCLAIMS ALL COVENANTS, REPRESENTATIONS, GUARANTIES AND WARRANTIES, EXPRESS AND IMPLIED, AND BY OPERATION OF LAW (I) AS TO ANY FUTURE, ON-GOING OR PROPOSED DEVELOPMENT, ACTIVITY OR PLAN (II) FOR MANAGEMENT OR SUPERVISION OF BUILDING, CONSTRUCTION AND ALL OTHER WORK BY ANY BUILDER, VENDOR OR SUPPLIER NOT DIRECTLY EMPLOYED BY FOUNDER, INCLUDING ANY DUTY TO ENFORCE ANY PROVISIONS OF THE GOVERNING DOCUMENTS FOR THE COMMUNITY AS TO ANY SUCH PARTY, (III) THE NATURE, CONDITION, APPEARANCE, USE AND ALL OTHER MATTERS PERTAINING TO ANY PROPERTIES ADJACENT TO OR IN THE AREA OF THE COMMUNITY, OR WHICH ARE NOT OTHERWISE SUBJECT TO THE GOVERNING DOCUMENTS FOR THE COMMUNITY, INCLUDING WITHOUT LIMITATION, ANY OBLIGATION NOW OR IN THE FUTURE TO INCLUDE IN THE COMMUNITY OR IN ANY MANNER TO OTHERWISE SUBJECT ANY OTHER PROPERTIES TO ANY PROVISIONS OF THE GOVERNING DOCUMENTS FOR THE COMMUNITY, (IV) THE MANAGEMENT OR OPERATION OF THE COUNCIL, (V) AS TO ENFORCEMENT OF ANY PROVISIONS OF THE GOVERNING DOCUMENTS FOR THE COMMUNITY AS TO ANY OWNER, TENANT OR ANY

OTHER PERSON, AND (VI) AS TO ANY ENVIRONMENTAL HAZARDS OR CONDITIONS AFFECTING THE COMMUNITY, INCLUDING ALL UNITS OR ADJACENT PROPERTIES. IT BEING EXPRESSLY STIPULATED AND AGREED THAT SUCH ENFORCEMENT IS AT ALL TIMES THE SOLE RESPONSIBILITY OF THE COUNCIL AND/OR ANY AFFECTED OWNER.

4.5 NO PERSONAL LIABILITY AND RELEASE. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE INDIVIDUAL EXECUTING THIS COMMUNITY COVENANT ON BEHALF OF THE FOUNDER IS ACTING IN HIS REPRESENTATIVE CAPACITIES ONLY AND SOLELY AS A REPRESENTATIVE OF THE FOUNDER AND ANY LIABILITY RESULTING HEREUNDER BASED UPON THE ACTIONS OF SUCH INDIVIDUAL INCLUDING, BUT NOT LIMITED TO, THE BREACH OF ANY WARRANTY, COVENANT, REPRESENTATION AND/OR PROVISION CONTAINED HEREIN, IF ANY, SHALL MERELY BE THAT OF THE FOUNDER AND NOT SUCH INDIVIDUAL. FURTHER, THE FOUNDER AND THE COUNCIL AND ALL SUBSEQUENT OWNERS OF EVERY UNIT HEREUNDER HEREBY RELEASES, ACQUITS, FOREVER DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF THE FOUNDER AND HIS HEIRS AND ASSIGNS OF, FROM AND AGAINST ANY AND ALL DAMAGES, LOSS, INJURY, CLAIMS, RESPONSIBILITY, LIABILITY, OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT, IN TORT OR BY STATUTE, RELATING TO, ARISING OUT OF, OR, IN ANY WAY CONNECTED WITH OR RELATED TO, THE COMMUNITY DECLARATION, THIS COMMUNITY COVENANT, THE FOUNDER, THE COMMUNITY, OR ANY MATTER RELATED OR ASSOCIATED WITH THE FOREGOING.

It is expressly agreed and understood that the individual executing this document on behalf of the Founder is acting in his respective representative capacity only and solely as a representative of such entity and any liability resulting hereunder based upon the actions of such individual, including but not limited to, the breach of any warranty, covenant, representation and/or provision contained herein, if any, shall not be that of such individual. The sole purpose of the execution of this document by the Founder is to duly acknowledge the Founder's consent to the terms and provisions herein contained.

4.6 Special Provisions Regarding Municipal Utility Districts.

Notwithstanding anything contained in this Community Covenant to the contrary, in its current form or as it may be amended from time to time, the following terms and provisions shall apply with respect to Montgomery County Municipal Utility District No. 95 ("MUD 95") and/or Montgomery County Municipal Utility District No. 15 ("MUD 15") and supersedes and controls over any conflicting terms found herein, in the By-Laws and/or, the Certificate.

(a) No Community Enhancement Fee shall be levied upon the transfer of title of property owned by or to MUD 95 or MUD 15 and MUD 95 and MUD 15 are exempt from paying any other assessments, fines or fees which may be assessed under this Community Covenant, the By-Laws and/or the Certificate upon an Owner.

(b) This Community Covenant shall not be amended to require MUD 95 or MUD 15 to pay any assessments, fines or fees to the Council or to encumber property owned by MUD 95 or MUD 15 with the Community Enhancement Fee

or other fees and/or liens without the prior written approval of MUD 95 and MUD 15.

(c) The easement in favor of the Founder as set forth in Section 3.8(a) shall not apply to any property owned by MUD 95 or MUD 15.

(d) The requirement concerning connection to the Telecommunity System contained in Section 3.8(d) shall not apply to any property owned by MUD 95 or MUD 15.

(e) The portions of Section 4.5 relating to indemnification do not apply to MUD 95 or MUD 15 and MUD 95 and MUD 15 are expressly exempt from any indemnification obligation contained in Section 4.5.

(f) In the event the Council desires to construct any facilities or improvements upon property owned by MUD 95 or MUD 15, or to facilitate any environmental programs as set forth in Section 2.1 with respect to such property, the Council must first obtain the prior written approval of MUD 95 or MUD 15, as the case may be.

(g) The provisions in this Section 4.6 cannot be modified or amended without the prior written consent of MUD 95 (as it relates to property owned by MUD 95) and MUD 15 (as it relates to property owned by MUD 15).

4.7 Founder Rights.

It is expressly noted and agreed that the Founder (whether or not the Founder is 242 LLC or its successors and assigns) retains all of the "Founder" rights and privileges set forth herein, including but not limited to the unilateral right to amend this Community Covenant and the unilateral right to expand the Community regardless as to whether or

not the Founder owns property
encumbered by this Community
Covenant.

IN WITNESS of the foregoing, the Founder has executed this Community Covenant this 2nd day of March, 2011.

FOUNDER:

242, LLC, a Texas limited liability company

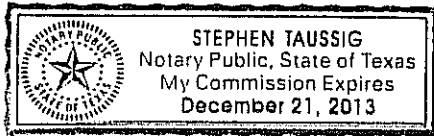
By:



SAM YAGER III, Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 2nd day of March, 2011, by SAM YAGER III, Vice President of 242, LLC, a Texas limited liability company, on behalf of said company.



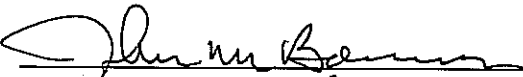


Notary Public, State of Texas

JOINDER OF ADDITIONAL PARTIES

First Continental Investments Co., Ltd., a Texas limited partnership joins herein for the sole purpose of subordinating the liens it holds on the property described on Exhibit "A" to the covenants, conditions and restrictions hereby imposed by 242, LLC, a Texas limited liability company as Founder with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in the Community Covenant.

First Continental Investments Co., Ltd., a Texas
limited partnership

By: 
Name: John M. Bonner
Title: President

THE STATE OF TEXAS

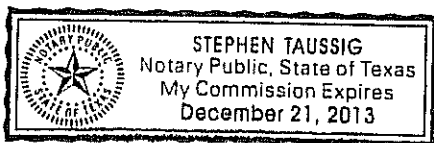
§


§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 2nd day of March 2011, by John M. Bonner, President of First Continental Investments Co., Ltd., a Texas limited partnership, on behalf of said limited partnership.




Notary Public

JOINDER OF ADDITIONAL PARTIES

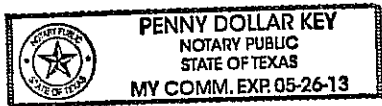
Beyer Construction LLP, a Texas limited liability partnership joins herein for the sole purpose of encumbering the property it holds which is located within the property described on Exhibit "A" to the covenants, conditions and restrictions hereby imposed by 242, LLC, a Texas limited liability company as Founder and same shall run with the title to such property and be binding upon and benefit the owner or owners of such property, theirs, successors, successors-in-title and assigns and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property.

Beyer Construction LLP, a Texas limited liability partnership

By: Charles A. Beyer
Name: Charles A. Beyer
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3 day of March 2011, by Charles A. Beyer, President of Beyer Construction LLP, a Texas limited liability partnership, on behalf of said partnership.



Penny Dollar Key
Notary Public

AFTER RECORDING, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, TX 77057

EXHIBIT "A"

Being all of Harper's Preserve Section 1, called 74.476 acres, according to the plat thereof recorded in Cabinet Z, Sheets 1921-1925 of the Montgomery County Map Records, Save and Except the following: Restricted Reserve B (called 0.768 of an acre) and Restricted Reserve C (called 0.021 of an acre) of said Harper's Preserve Section 1.

EXHIBIT "B"

As of the date of this Community Covenant, the Property described on this Exhibit "B" is not encumbered by this Community Covenant. The Property described on this Exhibit "B" may become encumbered by the Community Covenant as set forth in Chapter 4, Section 4.1 of this Community Covenant.

Being all of a called 593.0 acre tract as described in deed into 242, LLC recorded under County Clerk's File Number 2006-127584 of the Real Property Records of Montgomery County, Texas , Save and Except the following: Lots 20-24, Block 1, Lots 7 -24, Block 4, Lots 1-19, Block 5 and Lots 1-9, Block 6 of Wood Lake Village Section 1, according to the plat thereof recorded in Cabinet V, Sheets 95-99 of the Montgomery County Map Records, and Save and Except Harper's Preserve Section 1, called 74.76 acres, according to the plat thereof recorded in Cabinet Z, Sheets 1921-1925 of the Montgomery County Map Records.



**METES AND BOUNDS
164.64 ACRES (7,171,894 SQUARE FEET)
IN THE
RICHARD VINCE SURVEY
ABSTRACT NUMBER 583
MONTGOMERY COUNTY, TEXAS**

Being a 164.64 acre (7,171,894 square feet) tract of land located in the Richard Vince Survey, Abstract Number 583, Montgomery County, Texas, and being all of a called 48.65 acre tract and all of a called 91.59 acre tract described in deed into 242, LLC recorded under Clerks File Number (CF No.) 2008-068685 of the Montgomery County Official Public Records of Real Property (MCOPRRP), and all of a called 24.40 acre tract described in deed into 242, LLC recorded under CF No. 2008-068686, MCOPRRP; said 164.64 acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, NAD 83, Central Zone:

BEGINNING at a found 1/2 inch iron rod in the south right-of-way line of State Highway 242 (Needham Road - width varies) and the west line of Dogwood Forest Section One, as recorded under Volume 7, Page 219 of the Montgomery County Map Records, marking the northeast corner of said called 91.59 acre tract, for the northeast corner of the herein described tract;

THENCE South 03 degrees 05 minutes 19 seconds East, along the east line of said called 48.65 acre tract, and the west line of said Dogwood Forest Section One a distance of 3112.35 feet, to a found Concrete Monument being the common south corner of said called 48.65 acre tract and Dogwood Forest, being in the north line of a called 77.4504 acre tract conveyed to Carousel Pony Farm, Inc., as recorded under CF No. 9654413, MCOPRRP, for the southeast corner of the herein described tract;

THENCE South 86 degrees 42 minutes 33 seconds West, along the south line of said called 48.65 acre tract and the north line of said called 77.4504 acre tract, passing at a distance 679.46 feet a found 5/8 inch iron rod marking the common south corner of said called 48.65 acre tract and said called 24.40 acre tract, passing at a distance of 1019.50 feet the common south corner of said called 24.40 acre tract and said called 91.59 acre tract, continuing for a total distance of 2295.52 feet, to a found 1/2 inch iron rod being the southwest corner of said called 91.59 acre tract, and the southeast corner of a called 22.6520 acre tract, conveyed to Monte Carlo Enterprises, Inc., as recorded under CF No. 9766450, MCOPRRP, for the southwest corner of the herein described tract;

THENCE North 03 degrees 05 minutes 28 seconds West, along the east line of said 22.6520 acre tract, and west line of said called 91.59 acre tract, passing at a distance of 2596.45 feet a 3/8 inch iron rod found marking the northeast corner of a called 2.00 acre tract conveyed to Monte Carlo Enterprises, Inc., as recorded under CF No. 9766450, MCOPRRP, and the southeast corner



of a called 2.00 acre tract conveyed to Montgomery County Rural Fire Prevention District #4, as recorded under CF No. 9563824, MCOPRRP, passing at a distance of 2831.31 feet a 5/8 inch iron rod found marking the northeast corner of said Montgomery County Rural Fire Prevention District #4 called 2.00 acre tract, and the southeast corner of a called 0.9703 acre tract conveyed to Utility Gas Products and Willis Warren, as recorded under CF No. 2005-011911, MCOPRRP, for a total distance of 3117.59 feet, to a found 5/8 inch iron rod marking the northeast corner of said 0.9703 acre tract and the northwest corner of said called 91.59 acre tract, being in the south right of way line of said State Highway 242, for the northwest corner of the herein described tract;

THENCE along the south right-of-way line of said State Highway 242 the following six (6) courses:

1. North 85 degrees 16 minutes 51 seconds East, a distance of 316.69 feet, to a found TxDOT Monument;
2. North 86 degrees 06 minutes 59 seconds East, a distance of 509.55 feet, to a found TxDOT Monument;
3. North 87 degrees 11 minutes 31 seconds East, a distance of 449.96 feet, to a found 5/8 inch iron rod with cap at the common north corner of said called 91.59 acre tract and said called 24.40 acre tract;
4. North 87 degrees 13 minutes 21 seconds East, passing at a distance of 340.05 feet the common north corner of said called 24.40 acre tract and said called 48.65 acre tract, for a total distance of 549.51 feet, to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates";
5. North 87 degrees 56 minutes 22 seconds East, a distance of 400.03 feet, to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates";
6. North 87 degrees 36 minutes 42 seconds East, a distance of 70.17 feet, back to the **POINT OF BEGINNING**, CONTAINING 164.64 acres (7,171,894 square feet) of land in Montgomery County, Texas.



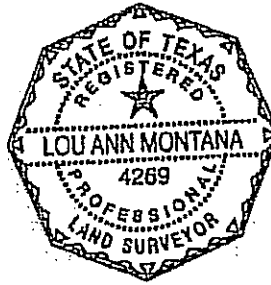
This legal description was revised on 10-21-10 at the request of the Owner to address a title commitment issued by Fidelity National Title Insurance Company, GF No. 10-4075-23. Survey drawing and legal description were revised to reflect new ownership. No field surveying has been performed in support of these revisions. This legal description, other than the revised ownership information, was based on a description and survey prepared by David E. King, RPLS No. 4503, dated March 28, 2008.

Lou Ann Montana

Lou Ann Montana

Registered Professional Land Surveyor No. 4269

Issued October 21, 2010





**METES AND BOUNDS
30.00 ACRES (1,306,800 SQUARE FEET)
IN THE
MONTGOMERY COUNTY SCHOOL LAND SURVEY NO. 1
ABSTRACT NUMBER 350
MONTGOMERY COUNTY, TEXAS**

Being a 30.00 acre (1,306,800 square feet) tract of land located in the Montgomery County School Land Survey No. 1, Abstract Number 350, Montgomery County, Texas, and being all of a called 30.00 acre tract of land described in deed into 242, LLC recorded under Clerks File Number (CF No.) 2008-038793 of the Montgomery County Official Public records of Real Property (MCOPRRP); said 30.00 acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, NAD 83, Central Zone:

COMMENCING at a found Concrete Monument, being the common south corner of a called 48.65 acre tract described in deed into 242, LLC recorded under CF No. 2008-068685, MCOPRRP and Lot 51 of Dogwood Forest, Section One, according to the plat thereof recorded in Volume 7, Page 219 of the Montgomery County Deed Records, being in the north line of the residue of a called 77.4504 acre tract described in deed into Carousel Pony Farm, Inc. recorded under CF No. 9654413, MCOPRRP;

THENCE South 86 degrees 42 minutes 33 seconds West, along the south line of said called 48.65 acre tract and the north line of said residue of a called 77.4504 acre tract, a distance of 628.91 feet to the **POINT OF BEGINNING**, for the northeast corner of the herein described tract;

THENCE South 03 degrees 12 minutes 54 seconds East, departing the south line of said called 48.64 acre tract, a distance of 1050.67 feet to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates" being in the north line of a called 41.19 acre tract described in deed into Montgomery County Municipal Utility District No. 95 recorded under CF No. 2009-006842, MCOPRRP, for the southeast corner of the herein described tract;

THENCE South 86 degrees 47 minutes 06 seconds West, along the south line of said called 30.00 acre tract and the north line of said called 41.19 acre tract, a distance of 1200.08 feet, to a found 1/2 inch iron rod bent marking the common south corner of said called 30.00 acre tract and Gleneagles South, Section 5A, according to the plat thereof recorded in Cabinet C, Sheets 58A & B of the Montgomery County Map Records, described as a called 18.75 acre tract in deed into 242, LLC recorded under Clerk's File Number 2008-038795, MCOPRRP, for the southwest corner of the herein described tract;



THENCE along the common west line of said called 30.00 acre tract and east line of said Gleneagles South, Section 5A, and said called 18.75 acre tract, the following nine (9) courses:

1. North 03 degrees 12 minutes 54 seconds West, a distance of 240.00 feet, to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates";
2. South 87 degrees 10 minutes 45 seconds West, a distance of 17.96 feet, to a found 1/2 inch iron rod with cap;
3. North 03 degrees 12 minutes 54 seconds West, a distance of 110.00 feet, to a found 1/2 inch iron rod;
4. South 87 degrees 10 minutes 45 seconds West, a distance of 24.04 feet, to a found 1/2 inch iron rod with cap;
5. North 03 degrees 12 minutes 54 seconds West, a distance of 280.00 feet to a found 1/2 inch iron rod with cap;
6. South 87 degrees 13 minutes 45 seconds West, a distance of 32.83 feet, to a found 1/2 inch iron rod ;
7. North 03 degrees 12 minutes 54 seconds West, a distance of 170.00 feet to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates", from which a found 1/2 inch iron rod bears South 08 degrees 45 minutes 56 seconds East, 0.70 feet;
8. South 87 degrees 10 minutes 45 seconds West, a distance of 7.19 feet, to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates", from which a found 1/2 inch iron rod bears South 15 degrees 20 minutes 17 seconds East, 0.70 feet;
9. North 03 degrees 12 minutes 54 seconds West, passing at distance of 231.75 a 1/2 inch iron rod found marking the northeast corner of said Gleneagles South, Section 5A, and said called 18.75 acre tract, for a total distance of 248.39 feet to a 5/8 inch iron rod with cap stamped "Montgomery and Associates", set in the south line of a called 91.59 acre tract described in deed into 242, LLC recorded under CF No. 2008-068685, MCOPRRP, for the northwest corner of the herein described tract;

THENCE North 86 degrees 42 minutes 33 seconds East, along the north line of said called 30.00 acre tract and south line of said called 91.59 acre tract, passing at a distance of 891.52 feet the common south corner of said called 91.59 acre tract and a called 24.40 acre tract described in deed into 242, LLC recorded under CF No. 2008-068686, MCOPRRP, passing at a distance of 1231.56 feet the common south corner of said called 24.40 acre tract and said called 48.65 acre



tract, for a total distance of 1282.10 feet back to the POINT OF BEGINNING, CONTAINING 30.00 acres (1,306,800 square feet) of land in Montgomery County, Texas.

This legal description was revised on 10-21-10 at the request of the Owner to address a title commitment issued by Fidelity National Title Insurance Company, GF No. 10-4075-23. Survey drawing and legal description were revised to reflect new ownership. No field surveying has been performed in support of these revisions. This legal description, other than the revised ownership information, was based on a description and survey prepared by David E. King, RPLS No. 4503, dated March 25, 2008.

Lou Ann Montana

Lou Ann Montana

Registered Professional Land Surveyor No. 4269

Issued October 21, 2010





METES AND BOUNDS
18.75 ACRES (816,608 SQUARE FEET)
IN THE MONTGOMERY COUNTY SCHOOL LAND SURVEY NO. 1
ABSTRACT NUMBER 350
MONTGOMERY COUNTY, TEXAS

Being a 18.75 acre (816,608 square feet) parcel of land located in the Montgomery County School Land Survey No. 1, Abstract Number 350, Montgomery County, Texas, and being all of a called 18.75 acre tract of land conveyed to 242, LLC under Clerks File Number (CF No.) 2008-038795 of the Montgomery County Official Public Records of Real Property (MCOPRRP), said 18.75 acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, NAD 83, Central Zone):

COMMENCING at a found Concrete Monument, being the common south corner of a called 48.65 acre tract described in deed into 242, LLC recorded under CF No. 2008-068685, MCOPRRP and Lot 51 of Dogwood Forest, Section One, according to the plat thereof recorded under Volume 7, Page 219 of the Montgomery County Deed Records, being in the north line of the residue of a called 77.4504 acre tract described in deed into Carousel Pony Farm, Inc. recorded under CF No. 9654413, MCOPRRP;

THENCE South 86 degrees 42 minutes 33 seconds West, along the south line of said called 48.65 acre tract, and the north line of the residue of said called 77.4504 acre tract and continuing along the north line of a called 30.00 acre tract described in deed into 242, LLC recorded under CF No. 2008-038793, MCOPRRP, passing at a distance of 679.46 feet the common south corner of said called 48.65 acre tract and a called 24.40 acre tract described in deed into 242, LLC recorded under CF No. 2008-068686, MCOPRRP, passing at a distance of 1019.50 feet the common south corner of said called 24.40 acre tract and a called 91.59 acre tract described in said deed into 242, LLC recorded under CF No. 2008-068685, MCOPRRP, for a total distance of 1911.01 feet to point marking the northwest corner of said called 30.00 acre tract;

THENCE South 03 degrees 12 minutes 54 seconds East, departing the south line of said called 91.59 acre tract, along the west line of said called 30.00 acre tract, a distance of 16.64 feet to a found 1/2 inch iron rod marking the northeast corner of said called 18.75 acre tract, also being Gleneagles South, Section 5A, recorded in Cabinet C, Sheets 58A & B of the Montgomery County Map Records, for the **POINT OF BEGINNING** and the northeast corner of the herein described tract;

THENCE along the west line of said called 30.00 acre tract and east line of said Gleneagles South, Section 5A, and said called 18.75 acre tract the following nine (9) courses:

1. South 03 degrees 12 minutes 54 seconds East, a distance of 231.75 feet to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates";



2. North 87 degrees 10 minutes 45 seconds East, a distance of 7.19 feet, to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates";
3. South 03 degrees 12 minutes 54 seconds East, a distance of 170.00 feet to a point, from which a found 1/2 inch iron rod bears South 64 degrees 24 minutes 28 seconds West, 0.76 feet;
4. North 87 degrees 13 minutes 45 seconds East, a distance of 32.83 feet, to a found 1/2 inch iron rod ;
5. South 03 degrees 12 minutes 54 seconds East, a distance of 280.00 feet to a found 1/2 inch iron rod with cap;
6. North 87 degrees 10 minutes 45 seconds East, a distance of 24.04 feet, to a found 1/2 inch iron rod;
7. South 03 degrees 12 minutes 54 seconds East, a distance of 110.00 feet, to a found 1/2 inch iron rod with cap;
8. North 87 degrees 10 minutes 45 seconds East, a distance of 17.96 feet, to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates";
9. South 03 degrees 12 minutes 54 seconds East, a distance of 240.00 feet, to a found bent 1/2 inch iron rod marking the common southwest corner of said called 30.00 acre tract and southeast corner of said Gleneagles South, Section 5A, and said called 18.75 acre tract, being in the north line of a called 41.19 acre tract, described in deed into Montgomery County Municipal Utility District No. 95 recorded under CF No. 2009-006842, MCOPRRP, for the southeast corner of the herein described tract;

THENCE South 86 degrees 47 minutes 06 seconds West, along the common south line of said Gleneagles South, Section 5A, and said called 18.75 acre tract, and north line of said called 41.19 acre tract, a distance of 1160.00 feet, to a point for the southwest corner of the herein described tract, from which a found 1/2 inch iron rod bears South 80 degrees 28 minutes 55 seconds East, 0.69 feet;

THENCE North 03 degrees 13 minutes 25 seconds West, along the east line of said called 41.19 acre tract, and west line of said Gleneagles South, Section 5A, and said called 18.75 acre tract, a distance of 280.20 feet, to a point marking the common south corner of Lots 22 & 23 of Gleneagles, Section Three, according to the plat thereof recorded in Cabinet B, Sheet 89A and 89B of the Montgomery County Map Records, from which a found 1/2 inch iron rod bears South



67 degrees 21 minutes 51 seconds East, 0.50 feet, for the most westerly northwest corner of the herein described tract;

THENCE along the common west line of said Gleneagles South, Section 5A, and said called 18.75 acre tract and east line of said Gleneagles, Section Three the following eight (8) courses:

1. North 86 degrees 47 minutes 06 seconds East, a distance of 177.00 feet to a found 1/2 inch iron rod;
2. North 70 degrees 16 minutes 59 seconds East, a distance of 136.00 feet to a found 1/2 inch iron rod with cap;
3. North 60 degrees 16 minutes 59 seconds East, a distance of 61.81 feet to an angle point, from which a found 1/2 inch iron rod bears North 02 degrees 22 minutes 04 seconds East, 0.53 feet;
4. North 52 degrees 33 minutes 19 seconds East, a distance of 60.00 feet to an angle point, from which a found 5/8 inch iron rod bears South 66 degrees 26 minutes 22 seconds East, 0.41 feet, and the beginning of a non tangent curve to the left;
5. Thence in a Southeasterly direction along said curve to the left, having a radius of 398.00 feet, an arc length of 20.74 feet, a central angle of 02 degrees 59 minutes 09 seconds, and a chord bearing and distance of South 38 degrees 56 minutes 17 seconds East, 20.74 feet, to a point from which a found 5/8 inch iron rod Bears South 63 degrees 57 minutes 36 seconds West, 0.68 feet;
6. North 49 degrees 34 minutes 08 seconds East, a distance of 114.65 feet, to an angle point, from which a found 1/2 inch iron rod Bears North 86 degrees 02 minutes 34 seconds East, 0.47 feet, and the beginning of a non tangent curve to the right;
7. Thence in a northwesterly direction along said curve to the right, an arc length of 183.99 feet, having a radius of 283.34 feet, a central angle of 37 degrees 12 minutes 24 seconds, and a chord bearing and distance of North 21 degrees 49 minutes 37 seconds West, 180.78 feet, to a set 5/8 inch iron rod with cap stamped "Montgomery & Associates";
8. North 03 degrees 13 minutes 25 seconds West, a distance of 427.00 feet to a 1/2 iron rod marking the northwest corner of said Gleneagles South, Section 5A, and said called 18.75 acre tract;



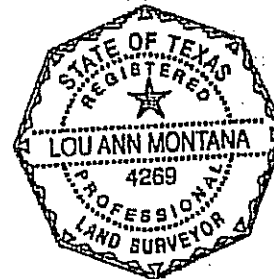
THENCE North 86 degrees 39 minutes 38 seconds East, along the north line of said Gleneagles South, Section 5A, and said called 18.75 acre tract, a distance of 620.05 feet back to the **POINT OF BEGINNING**, CONTAINING 18.75 acres (816,608 square feet) of land in Montgomery County, Texas.

This legal description was revised on 10-21-10 at the request of the Owner to address a title commitment issued by Fidelity National Title Insurance Company, GF No. 10-4075-23. Survey drawing and legal description were revised to reflect new ownership. No field surveying has been performed in support of these revisions. This legal description, other than the revised ownership information, was based on a description and survey prepared by David E. King, RPLS No. 4503, dated January 18, 2008.

Lou Ann Montana

Lou Ann Montana
Registered Professional Land Surveyor No. 4269

Issued October 21, 2010





Montgomery & Associates

450 Gears Road, Suite 200
Houston, Texas 77067
281-775-4650
281-876-4688 (Fax)

METES AND BOUNDS
41.19 ACRE (1,794,347 SQUARE FEET)
MONTGOMERY COUNTY SCHOOL LAND SURVEY, ABSTRACT 350
MONTGOMERY COUNTY, TEXAS

Being a 41.19 acre (1,794,347 square feet) parcel of land situated in the Montgomery County School Land Survey, Abstract Number 350 and being out of and a part of a called 593.0 acre tract of land conveyed to 242, LLC as recorded under Clerk's File Number (CF) 2006-127584 of the Montgomery County Official Public Records of Real Property (MCOPRRP), and being partly out of Reserve L of Wood Lake Village Section 1, according to the map or plat thereof recorded in Cabinet V, Sheets 95-99 of the Montgomery County Map Records; said 41.19 acre parcel being more particularly described by metes and bounds as follows with all bearings referenced to said 593.0 acre tract;

BEGINNING at the southwest corner of Tall Timbers Subdivision, Section Two, recorded in Volume 7, Page 303 of the Montgomery County Map Records, also being an interior corner of said 593.0 acre tract;

THENCE South 89 degrees 52 minutes 07 seconds East, a distance of 2011.80 feet, along the north line of the herein described parcel and the south line of said Tall Timbers Subdivision, Section Two to a point for the southeast corner of said Tall Timbers Subdivision, Section Two and the southwest corner of an apparent residue of a called 41.82 acre tract described in deed to J.N. Groesbeck, Jr. et al., recorded in Volume 91 at Page 424 of the Deed Records Montgomery County, Texas;

THENCE North 89 degrees 36 minutes 35 seconds East, a distance of 499.74 feet, along the north line of the herein described parcel and the south line of said apparent residue 41.82 acres and the south line of Gleneagles Subdivision, Section Three, recorded in Cabinet B, Sheet 89 of the Montgomery County Map Records, also being the north line of said 593.0 acres, for corner of said Gleneagles, Section Three and of the herein described parcel;

THENCE South 00 degree 02 minutes 24 seconds East, a distance of 1029.74 feet, along the west line of said Gleneagles, Section Three and the west line of Gleneagles South Section 5A, recorded in Cabinet C, Sheet 58 of the Map Records of Montgomery County, and continuing along the north line of the aforementioned 593.0 acre tract to the southwest corner of said Gleneagles South, Section 5A, also being an interior corner of the herein described parcel;

THENCE North 89 degrees 58 minutes 19 seconds East, a distance of 4398.76 feet, along the south line of Gleneagles South, Section 5A, the south line of a called 30 acres described in deed to TYFOG, Inc. recorded under Clerk's File Number 2000-082787 (MCOPRRP) and the south line of a called 13.33 acre tract of land as recorded under Clerk's File Number 2003-099078 (MCOPRRP) and the north line of said 593.0 acre tract and the north line of the herein described parcel to a point in the west line of Lot 12, Block 3 of Huntington Estates, Section One (Re-subdivision) as recorded in Cabinet C, Sheet 73 of the Map Records of Montgomery County, Texas for the northeast corner of said 593.0 acre tract and the northeast corner of the herein described parcel;



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THENCE South 00 degrees 27 minutes 59 seconds East, a distance of 30.00 feet, along the east line of the herein described parcel, the east line of said 593.0 acre tract and the west line of said Lot 12, Block 3 of Huntington Estates Section One (Re-subdivision) to a point for the southeast corner of the herein described parcel;

THENCE South 89 degrees 58 minutes 19 seconds West, a distance of 1614.73 feet, along the south line of the herein described parcel, being parallel, 30 feet south of the north line of said 593.0 acre tract to a point for an interior corner of the herein described parcel;

THENCE South 44 degrees 58 minutes 19 seconds West, a distance of 282.86 feet, along the south line of the herein described parcel to a point for corner;

THENCE South 89 degrees 58 minutes 19 seconds West, a distance of 2724.30 feet, along the south line of the herein described parcel, being parallel, 230 feet south of the north line of said 593.0 acre tract to a point for corner;

THENCE North 45 degrees 01 minutes 41 seconds West, a distance of 141.31 feet, along the south line of the herein described parcel to a point for corner;

THENCE North 00 degrees 02 minutes 24 seconds West, a distance of 938.30 feet, being parallel, 240 feet west of the west line of said Gleneagles South, Section 5A, Gleneagles Section 3 and the north line of said 593.0 acres to a point for an interior corner of the herein described parcel;

THENCE South 89 degrees 36 minutes 35 seconds West, a distance of 259.39 feet, along the south line of the herein described parcel, being parallel, 220 feet south of the north line of said 593.0 acre tract to an angle point in the south line of the herein described parcel;

THENCE North 89 degrees 52 minutes 07 seconds West, a distance of 2013.70 feet, along the south line of the herein described parcel, being parallel, 220 feet south of the north line of said 593.0 acre tract and the south line of said Tall Timbers Subdivision, Section Two, to an angle point in the south line of the herein described parcel and in the east line of said Reserve L of Wood Lake Village, Section 1;

THENCE North 89 degrees 58 minutes 04 seconds West, a distance of 1469.69 feet, along the south line of the herein described parcel to a point for the southwest corner of the herein described parcel being one (1) foot east of the east line of a called 5 acre tract of land conveyed to Estelle J. Brady, et al. recorded in Volume 30, Page 297 and described in Volume 401, page 205 of the Deed Records of Montgomery County;

THENCE North 11 degrees 32 minutes 30 seconds West, a distance of 224.57 feet, along the west line of the herein described parcel and being one (1) foot east of the east line of a said 5 acre tract to a point for the northwest corner of the herein described parcel;



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THENCE South 89 degrees 58 minutes 04 seconds East, a distance of 1516.02 feet, along the north line of the herein described parcel to the POINT OF BEGINNING, CONTAINING a computed 41.19 acres (1,794,347 square feet) of land, more or less.

Note: This metes and bounds description was prepared in conjunction with an exhibit in the offices of Montgomery and Associates.

Grace Y. Cervin
Registered Professional Land Surveyor No. 5564

Date: 07/11/2008



STATE OF TEXAS)
COUNTY OF MONTGOMERY)

DESCRIPTION of 13.33 acres of land situated in the Montgomery County School Land Survey Number 1, Abstract Number 350 and being out of and a part of the residue of a called 77.4504 acre tract of land conveyed to Carousel Pony Farm, Inc. by Gary E. Kirsch, et al by deed dated August 27, 1996 and recorded in County Clerk's File Number 9654413 of the Official Public Records of Real Property of Montgomery County, Texas, out of and a part of a called 104.4929 acre tract of land, called Tract One, conveyed to Lojo Development Company by M. D. Margist, Trustee by deed dated May 30, 1973 and recorded in Volume 817 at Page 163 of the Deed Records of Montgomery County, Texas and out of and a part of a called 22.3126 acre tract of land conveyed to Joe Bradley by James M. Little, et al by deed dated January 24, 1973 and recorded in Volume 803 at Page 106 of the Deed Records of Montgomery County, Texas, this 13.33 acre tract of land is more particularly described by metes and bounds as follows to wit:

NOTE: BEARINGS ARE BASED ON SURVEY BEARINGS AND FOUND MONUMENTS PER SURVEY OF 593.0 ACRES, SURVEYED MARCH 19-MAY 5, 2002 BY DALE L. HARDY, GEOSURV, LLC. REFERENCE IS MADE TO A MAP OF 13.33 ACRES, SURVEYED IN DECEMBER OF 2002 BY JOHN P. ENGLE OF GEOSURV, L.L.C., MAP DATED FEBRUARY 14, 2003.

BEGINNING at a 1/2 inch galvanized iron pipe found for the southeast corner of this tract, the southeast corner of said called Tract One, the northeast corner of a called 372.554 acre tract of land conveyed to James Kenneth McNatt by Edward C. Reeves, Trustee by deed dated August 25, 1972 and recorded in Volume 786 at Page 921 of the Deed Records of Montgomery County, Texas, same being the most Eastern northeast corner of said 593.0 acres, and in the West line of the Re-Plat of Huntington Estates, Section One Subdivision recorded March 25, 1980 and recorded in Volume C at Page 73 of the Plat Records of Montgomery County, Texas;

THENCE South 89° 58' 19" West with the South line of this tract, the South line of said called Tract One and the North line of said 593.0 acres, a distance of 2017.72 feet to a 5/8 inch iron rod with yellow cap stamped, "DL HARDY RPLS 4847", set for the southwest corner of this tract, from this corner a 1/2 inch galvanized iron pipe found for an interior corner of said called 593.0 acres tract bears South 89° 58' 19" West, 2381.04 feet;

THENCE North 00° 20' 05" West with the most Western line of this tract, at a distance of 1.57 feet found a 1/2 inch iron rod for the southwest corner of the residue of said called 77.4504 acre tract and the southeast corner of a called 30 acre tract of land conveyed to Tyfog, Inc. by Carousel Pony Farm, Inc. by deed dated September 19, 2000 and recorded in County Clerk's File 2000-082787 of the Official Public Records of Real Property of Montgomery County, Texas, continuing with the most Western line of this tract, the West line of said called 77.4504 acre tract and the East line of said called 30 acre tract, a distance of 210.00 feet to a 5/8 inch iron rod with yellow cap stamped, "DL HARDY RPLS 4847", set for the most Western northwest corner of this tract;

PAGE NO. 2 - 13.33 ACRES

THENCE North 89° 58' 19" East with the most Western North line of this tract, parallel to and 210 feet North of the South line of this tract, a distance of 1708.57 feet to a 5/8 inch iron rod with yellow cap stamped, "DL HARDY RPLS 4847", set for an interior corner of this tract;

THENCE North 45° 00' 00" East with an interior line of this tract, a distance of 141.63 feet to a 5/8 inch iron rod with yellow cap stamped, "DL HARDY RPLS 4847", set for an interior corner of this tract;

THENCE North 00° 02' 34" West with an interior line of this tract, a distance of 469.72 feet to a 5/8 inch iron rod with yellow cap stamped, "DL HARDY RPLS 4847", set for an exterior corner of this tract;

THENCE North 44° 57' 26" East with an interior line of this tract, a distance of 156.73 feet to a 5/8 inch iron rod with yellow cap stamped, "DL HARDY RPLS 4847", set for an interior corner of this tract;

THENCE North 00° 19' 11" East with an interior line of this tract, a distance of 153.74 feet to a 5/8 inch iron rod with yellow cap stamped, DL HARDY RPLS 4847", set in the South line of Dogwood Forest, Section One Subdivision, recorded March 16, 1965 and recorded in Volume 7 at Page 219 of the Map Records of Montgomery County, Texas, same being in the South line of a called 124.74 acre tract of land, called Share No. 2, in partition deed dated March 31, 1949 and recorded in Volume 283 at Page 630 of the Deed Records of Montgomery County, Texas, more particularly being the original southwest corner of Lot 161, in the East right of way line of Lexington Drive, 60 feet wide right of way, in a South line of a called 0.5298 acre tract of land conveyed to Montgomery County, Texas by Bethline Smith, by deed dated March 26, 1979 and recorded in Volume 1134 at Page 234 of the Deed Records of Montgomery County, Texas and for the most northwestern corner of this tract, from this corner a 3"x 4" concrete monument, found for the southwest corner of said Dogwood Forest, Section One Subdivision and the southwest corner of said Share No. 2, bears North 89° 44' 53" West, a distance of 1311.41 feet;

THENCE South 89° 44' 53" East with the North line of this tract, the South line of said Dogwood Forest, Section One, the South line of said Share No. 2 and the South line of said called 0.5298 acre tract, a distance of 98.20 feet to a 5/8 inch iron rod with yellow cap stamped, "DL HARDY RPLS 4847", set for the northeast corner of this tract and for an interior corner of said called 0.5298 acre tract, from this corner a 3"x 4" concrete monument, found for the southeast corner of said Dogwood Forest, Section One Subdivision and the southeast corner of said Share No. 2, bears South 89° 44' 53" East, a distance of 97.98 feet;

PAGE NO. 3 - 13.33 ACRES

THENCE South $00^{\circ} 02' 34''$ East with the East line of this tract, the East line of said called Tract One, the East line of said called 22.3126 acre tract and an interior line of said called 0.5298 acre tract, at a distance of 3.66 feet a $5/8$ inch iron rod with yellow cap, found, for the northeast corner of said called 77.4504 acre tract, bears North $89^{\circ} 57' 26''$ East, 3.66 feet, at a distance of 210.57 feet found a $1/2$ inch galvanized iron pipe for the southeast corner of said called 22.3126 acre tract, same being the northeast corner of a called 83.65 acre tract of land conveyed to Robert M. Ley, et al by Wendel D. Ley by deed dated February 14, 1966 and recorded in Volume 612 at Page 468 of the Deed Records of Montgomery County, Texas, continuing with the East line of this tract, the East line of said Tract One, the East line of said called 83.65 acre tract and an interior line of said called 0.5298 acre tract, at a distance of 461.22 feet the most Southern, southwest corner of said called 0.5298 acre tract, same being the northwest corner of said Re-Plat of Huntington Estates, continuing with the East line of this tract, the East line of said Tract One, the East line of said called 83.65 acre tract and the West line of said Re-Plat of Huntington Estates, at a distance of 1019.58 feet, a $5/8$ inch iron rod with yellow cap, found for the southeast corner of said residue of called 77.4504 acre tract bears North $89^{\circ} 57' 26''$ East, 0.33 feet, in all a total distance of 1043.94 feet to the PLACE OF BEGINNING, containing within said boundaries 13.33 acres of land.

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

DESCRIPTION of 22.03 acres of land situated in the Matilda-Wilburn Survey, Abstract Number 597, Montgomery County, Texas, described in two (2) tracts, Tract 1, being 20.84 acres of land being out of and a part of the residue of a called 100.7270 acres tract of land conveyed to Bobby Yancey by A. M. Properties, Inc. by deed dated June 24, 1993 and recorded in County Clerk's File 9333711 of the Official Public Records of Real Property of Montgomery County, Texas and being out of and a part of a called 50.747 acres tract of land conveyed to Bobby Yancey, et ux, by Mid-American Properties, Inc. by deed dated October 12, 1998 and recorded in County Clerk's File 99005768 of the Official Public Records of Real Property of Montgomery County, Texas, Tract 2, being 1.191 acres of land situated in the Matilda Wilburn Survey, Abstract Number 597, Montgomery County, Texas, being that same tract of land called 1.2036 acres, conveyed to Bay Colony Property Company by Melvin Heinze, et ux by deed dated October 24, 1978 and recorded in Volume 1110 at Page 398 of the Deed Records of Montgomery County, Texas, these two tracts of land are more particularly described by metes and bounds as follows, to wit:

BEARINGS ARE BASED ON SURVEY BEARINGS AND FOUND MONUMENTS IN THE EAST LINE OF 13.33 ACRES, SURVEYED IN DECEMBER 2002 BY DALE L. HARDY, GEOSURV, LLC, P.O. BOX 246, LEAGUE CITY, TEXAS 77574. REFERENCE IS MADE TO THE MAP OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

TRACT 1 - 20.84 ACRES

COMMENCING at an old, hard, wood stake, found for the northwest corner of Lot 13 of the Spindlewheel Out Lot Addition to Tamina, being more fully described by deed, called 50 acres, conveyed to James H. Berry by J.S. Wilson by deed dated April 12, 1905 and recorded in Volume 37 at Page 197 of the Deed Records of Montgomery County, Texas, depicted on the map of said Spindlewheel Out Lot Addition to Tamina, filed for record on April 29, 1907 and recorded in Volume 1 at Page 48 of the Map Records of Montgomery County, Texas, same being the southwest corner of Lot 12 of said Spindlewheel and called in the West line of the Matilda Wilburn Survey in said deeds describing Lots 12 and 13, from this corner an old, hollowed, 26 inch diameter oak tree marked "X", bears Souther 33° 00' 51" East, a distance of 8.54 feet and an old 6 inch by 7 inch fence post bears North 00° 18' 40" East, a distance of 549.91 feet;

THENCE South 00° 18' 40" West with the West line of said Lot 13, at a distance of 284.15 feet, found an old cedar stake for the southwest corner of said Lot 13, same being the northwest corner of Lot 14 of said Spindlewheel, being more fully described by deed, called 100 acres, conveyed to James H. Berry by Dr. J.S. Wilson by deed dated October 6, 1904 and recorded in Volume 34 at Page 76 of the Deed Records of Montgomery County, Texas, same also being the northwest corner of a called 100.747 acres tract of land partitioned between J.C. Jones and J.W. Dinkins, Trustee, by deed dated December 31, 1970 and recorded in Volume 726 at Page 229 of the Deed Records of Montgomery County, Texas, continuing with the West line of said Lot 14 and the West line of said called 100.747 acres tract of land, in all a total distance of 850.01 feet to a sucker rod with collar stamped, "5568", set for the northwest corner of Lot 15 of said Spindlewheel, for the southwest corner of said Lot 14, for the southwest corner of said called 100.747 acres tract of land, in the North line of a called 75.66 acres tract of land conveyed to Ponderosa Timber Co. by J.W. Dinkins, Trustee, by deed dated February 13, 1970 and recorded in Volume 703 at Page 415 of the Deed Records of Montgomery County, Texas, said called 75.66 acres tract of land is out of and a part of a called 136.66 acres tract of land described in deed conveyed to Ponderosa Timber Co. by J.W. Dinkins, Trustee by deed dated February 13, 1970 and recorded in Volume 703 at Page 415 of the Deed Records of Montgomery County, Texas and being in the North line of an 1.191 acres tract of land, called

PAGE NO 2 -- 22.03 ACRES

Tract II, surveyed this date, from this corner a sucker rod with collar stamped "5568" set for the northwest corner of said Tract II, bears North $89^{\circ} 43' 57''$ West 15.69 feet;

THENCE South $89^{\circ} 43' 57''$ East with the South line of said Lot 14, the North line of said Lot 15 the South line of said called 100.747 acres tract and the North line of said called 75.66 acres tract of land, at a distance of 2760.38 feet the northeast corner of said called 75.66 acres tract of land, same being the northwest corner of a called 61.317 acres tract of land conveyed to Arthur B. Miller, Jr. by Alton Hues, et ux, by deed dated March 2, 1970 and recorded in Volume 704 at Page 106 of the Deed Records of Montgomery County, Texas, said 61.317 acres tract of land being a part of a called 251.0066 acres tract of land conveyed to Nicholas Stamboulieh, Trustee by Arthur B. Miller, Jr., et ux by deed dated January 9, 1985 and recorded in County Clerk's File 8504025 of the Official Public Records of Real Property of Montgomery County, Texas, continuing with the South line of said Lot 14, the North line of said Lot 15, the South line of said called 100.747 acres tract and the North line of said called 251.0066 acres tract of land, in all a total distance of 2851.11 feet to a 5/8 inch iron rod, found, for the northwest corner of a called 60.00 acres tract of land conveyed to Hons Trucking, Inc. by Bobby Yancey, et ux by deed dated October 4, 1996 and recorded in County Clerk's File 9654484 of the Official Public Records of Real Property of Montgomery County, Texas, for the southwest corner of the residue of said called 100.7270 acres tract of land and for the southwest corner and POINT OF BEGINNING of this tract;

THENCE North $00^{\circ} 16' 02''$ East with the West line of this tract, the West line of said residue of said called 100.7270 acres tract and the East line of said called 60.00 acres tract, a distance of 200.00 feet to a sucker rod with collar stamped, "5568", set for the northwest corner of this tract, from this corner a sucker rod with collar stamped, "5568", set for the northeast corner of said called 60.00 acres tract bears North $00^{\circ} 16' 02''$ East, a distance of 647.83 feet;

THENCE South $89^{\circ} 43' 57''$ East with the North line of this tract, at a distance of 924.76 feet, an interior East line of said called 100.7270 acres tract and the West line of said called 50.747 acres tract, said 50.747 acres tract being part of said partition, at a distance of 4522.07 feet, set a sucker rod with collar stamped, "5568", for reference, in all a total distance of 4552.07 feet to a point in the West high bank of the West Fork of the San Jacinto River, same being in the West line of the probable residue of said Lot 14, same being the East line of said called 50.747 acres tract, same being the East line of said called 100.747 acres tract and for the northeast corner of this tract;

THENCE South $14^{\circ} 38' 35''$ West with the East line of this tract, same being the East line of said called 50.747 acres tract, same being the East line of said called 100.747 acres tract, same being the West line of said probable residue and same being the West high bank of said river, a distance of 81.04 feet to a point for an angle in the East line of this tract;

THENCE South $03^{\circ} 47' 32''$ East with the East line of this tract, a distance of 101.16 feet to a point for an angle in the East line of this tract;

THENCE South $16^{\circ} 26' 51''$ West with the East line of this tract, a distance of 21.44 feet to a point for the southeast corner of said called 50.747 acres tract, same being the southeast corner of said called 100.747 acres tract, same being in the South line of said Lot 14, same being in the North line of said Lot 15, same being the northeast corner of said called 251.0066 acres tract and for the southeast corner of this tract, from this corner an 18 inch diameter ash tree marked, "X", bears South $87^{\circ} 14' 11''$ West, a distance of 51.63 feet;

PAGE NO. 3 - 22.03 ACRES

THENCE North 89° 43' 57" West with the South line of this tract, the South line of said called 50.747 acres tract, the South line of said called 100.747 acres tract, the South line of said Lot 14, the North line of said Lot 15 and the North line of said called 251.0066 acres tract, at a distance of 30.00 feet set a sucker rod with collar stamped, "5568", for reference, from this reference corner, said 1 1/8 inch diameter ash tree marked, "X", bears South 83° 02' 57" West, a distance of 21.73 feet, at a distance of 3608.53 feet, the southwest corner of said called 50.747 acres tract and the most Southern, southeast corner of said residue of called 100.747 acres tract, continuing with the South line of this tract, the South line of said called 100.747 acres tract, the South line of said Lot 14, the North line of said Lot 15 and the North line of said called 251.0066 acres tract, in all a total distance of 4533.13 feet to the PLACE OF BEGINNING, containing within said boundaries 20.84 acres of land.

TRACT 2: 1.191 ACRES

COMMENCING at a 3 inch by 4 inch concrete monument, found for the southeast corner of Dogwood Forest, Section One Subdivision, more particularly being the original southeast corner of Lot 161 of said subdivision, same being the southeast corner of Share No. 2 described in partition deed between Mary E. Ross, et al, by deed dated March 31, 1949 and recorded in Volume 283 at Page 630 of the Deed Records of Montgomery County, Texas, same also being an interior corner in the Western line of a called 136.66 acres tract of land described in deed conveyed to Ponderosa Timber Co. by J.W. Dinkins, Trustee by deed dated February 13, 1970 and recorded in Volume 703 at Page 415 of the Deed Records of Montgomery County, Texas, from this corner a 3 inch by 4 inch concrete monument, found, for the southwest corner of said Dogwood Forest, Section One Subdivision and for the southwest corner of said Share No. 2 bears North 89° 44' 53" West, a distance of 1507.59 feet.

THENCE North 00° 48' 38" East with the East line of said Dogwood Forest, Section One Subdivision, the East line of said Share No. 2 and the West line of said called 136.66 acres tract, a distance of 30.59 feet to a point in the North line of a called five acres tract of land conveyed to Mary Ann Nichols, et al by Ponderosa Timber Co. by deed dated February 14, 1970 and recorded in Volume 703 at Page 422 of the Deed Records of Montgomery County, Texas, same being called the centerline of a 60 feet wide road easement in said five acres tract, for the southwest corner of said called 1.2036 acres tract and for the southwest corner and POINT OF BEGINNING of this tract.

THENCE North 00° 48' 38" East with the West line of this tract, the West line of said called 1.2036 acres tract, the West line of said called 136.66 acres tract, the East line of said Dogwood Forest, Section One Subdivision and the East line of said Share No. 2, at a distance of 31.14 feet, set a sucker rod with collar stamped, "5568", in the apparent North right of way line of said called 60 feet wide road easement, at a distance of 81.72 feet, found a 5/8 inch iron rod in line, at a distance of 181.72 feet, found a 5/8 inch iron rod in line, at a distance of 281.72 feet, found a 5/8 inch iron rod in line, at a distance of 381.73 feet, found a 5/8 inch iron rod in line, at a distance of 481.82 feet, found a 5/8 inch iron rod in line, at a distance of 581.82 feet, found a 1-1/2 inch iron pipe in line, in all a total distance of 659.14 feet to a sucker rod with collar stamped, "5568", set in the East line of Lot 167 of said subdivision, for the northwest corner of said called 136.66 acres tract, for the northwest corner of said called 1.2036 acres tract and for the northwest corner of this tract, from this corner a 5/8 inch iron rod with yellow cap stamped, "1184", bears North 00° 38' 40" West, a distance of 1.16 feet.

PAGE NO. 4—22.03 ACRES

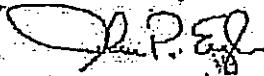
THENCE South $89^{\circ} 43' 57''$ East with the North line of this tract, the North line of said called 1.2036 acres tract and the North line of said called 136.66 acres tract at a distance of 15.69 feet, found a sucker rod with collar stamped, "5568", for the southwest corner of Lot 14 of the Spindlewheel Out Lot Addition to Tamina, being more fully described by deed, called 100 acres, conveyed to James H. Berry by Dr. J.S. Wilson by deed dated October 6, 1904 and recorded in Volume 34 at Page 76 of the Deed Records of Montgomery County, Texas, depicted on the map of said Spindlewheel Out Lot Addition to Tamina, filed for record on April 24, 1907 and recorded in Volume 7 at Page 48 of the Map Records of Montgomery County, Texas, for the northwest corner of Lot 15 of said Spindlewheel, and for the southwest corner of a called 100.747 acres tract of land described in said Jones and Dinkins partition, referenced in said Tract 1, continuing with the North line of this tract, the North line of said called 1.2036 acres tract, the North line of said called 136.66 acres tract, the South line of said called 100.747 acres tract, the South line of said Lot 14 and the North line of said Lot 15, in all a total distance of 80.00 feet to a sucker rod with collar stamped, "5568", set for the northwest corner of the residue of a tract of land conveyed to Melvin Heinze, et ux by Ponderosa Timber Co. by deed dated February 8, 1972 and recorded in Volume 763 at Page 411 of the Deed Records of Montgomery County, Texas, for the northeast corner of said called 1.2036 acres tract and for the northeast corner of this tract;

THENCE South $00^{\circ} 48' 38''$ West with the East line of this tract, the East line of said called 1.2036 acres tract and the West line of said Heinze residue tract, at a distance of 606.54 feet, set a sucker rod with collar stamped, "5568", in the apparent North right of way line of said 60 feet wide easement, in all a total distance of 637.58 feet to a point for the southwest corner of the Heinze residue tract, in the North line of said five acres tract, for the southeast corner of said called 1.2036 acres tract and for the southeast corner of this tract;

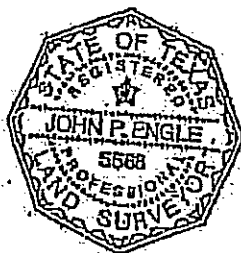
THENCE South $75^{\circ} 17' 10''$ West with the South line of this tract, the South line of said called 1.2036 acres tract and the North line of said five acres tract, a distance of 83.03 feet to the PLACE OF BEGINNING, containing within said boundaries 1.191 acres of land, with 0.0572 of an acre lying within said 60 feet wide easement.

I, John P. Engle, Registered Professional Land Surveyor Number 5568, do hereby certify that this description represents the results of a survey made on the ground by me in January, February and March 2003 and that all lines, boundaries and landmarks are accurately described therein.

WITNESS, my hand and seal at Houston, Texas, this the 7th day of May, A.D., 2003.



John P. Engle
Registered Professional
Land Surveyor Number 5568



FILED FOR RECORD

03/07/2011 1:57PM

Mark Turnbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

03/07/2011



Mark Turnbull

County Clerk
Montgomery County, Texas