

ADDRESS: 415 WHITE WING LANE
HOUSTON, TEXAS 77079
ORDERED BY: HANY AHMED

THIS PROPERTY IS AFFECTED BY THE 100 YEAR FLOOD PLAIN AS ESTABLISHED BY THE U.S. DEPT. OF HOUSING & URBAN DEVELOPMENT. COMMUNITY/PANEL NO. 48201C 0640 L. MAP REVISION: 05/18/2007. ZONE: AE.

BASED ONLY ON VISUAL INSPECTION OF MAPS, PHOTOGRAPHS, & FIELD NOTES PROVIDED. SURVEYOR'S REPORT CONTAINS FLOOD ZONE DATA.

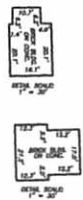
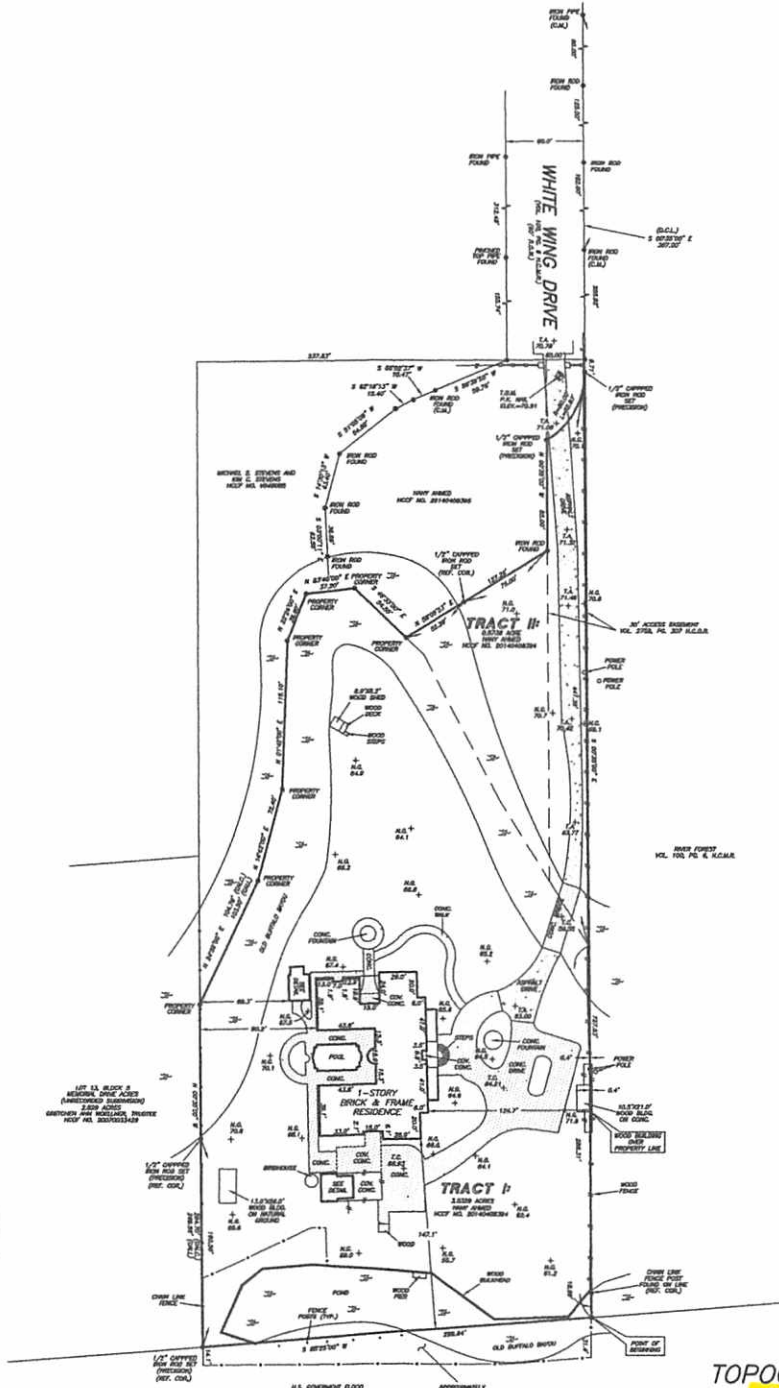
A SURVEYOR'S CERTIFICATE AND BOUNDARY SURVEY.

NOTE: THIS SURVEY WAS PERFORMED WITHOUT A TITLE COMMITMENT. OTHER SURVEYS AND/OR BOUNDARY LINES MAY AFFECT THIS TRACT.

NOTE: ELEVATIONS ARE BASED IN HARRIS COUNTY. FLOODPLAIN ELEVATION HEIGHT NO. 27079. ELEVATION=77.37 FEET. HANBY 2011.04.14.

NOTE: ALL ELEVATIONS ARE MEASURED IN FEET (').

LEGEND:	
T.M.	TRAPPOINT BENCH MARK
E.A.	TOP OF ASPHALT
E.C.	TOP OF CONCRETE
C.M.	CORNER MARKING
A.S.M.	ADJUSTED-OF-BUY
N.E.	NATURAL SURFACE
W.M.	WELL MARK
*	PROPERTY CORNER



FOR REFERENCE ONLY
NOT TO SCALE
LARGE SCALE DRAWING TO
BE DELIVERED

I HEREBY CERTIFY THAT THE ELEVATIONS IN THIS SURVEY WAS MADE ON THE GROUND. THAT THIS PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

EDUARDO V. BARRIENTOS
PROFESSIONAL LAND SURVEYOR
NO. 5364
DRAWING NO. 16-0430
JUNE 13, 2015
REVISED: JUNE 14, 2016



TOPOGRAPHIC SURVEY:
3.6065 ACRES
TRACT I: 3.0329 ACRES
TRACT II: 0.5736 ACRES
SITUATED IN THE
W. G. PERKINSON SURVEY
ABSTRACT NO. 623
IN HARRIS COUNTY, TEXAS
(SEE ATTACHED METES AND BOUNDS)

ALL - SURVEY CONTROL LINE
RECORD BOUNDARY MAP NO. 0371478

PRECISION SURVEYORS
PROFESSIONAL LAND SURVEYS
1-3603-LANDSURVEY
www.precisionland.com
281-466-1208 FAX 281-466-1207
400 WASHINGTON STREET SUITE 100 HOUSTON, TEXAS 77002
210-223-8241 FAX 210-828-1205
1107 W. LOOP W. SUITE 100 SAN ANTONIO, TEXAS 78207
P.M. NO. 8888208

SCALE: 1" = 40'

ASSESSOR'S BLOCK BOOK FOR HARRIS COUNTY, TEXAS

44/49-1

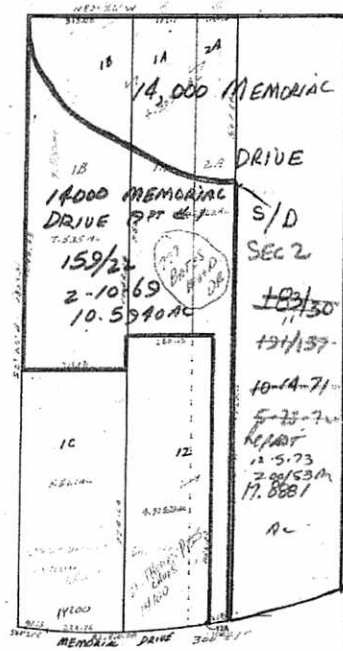
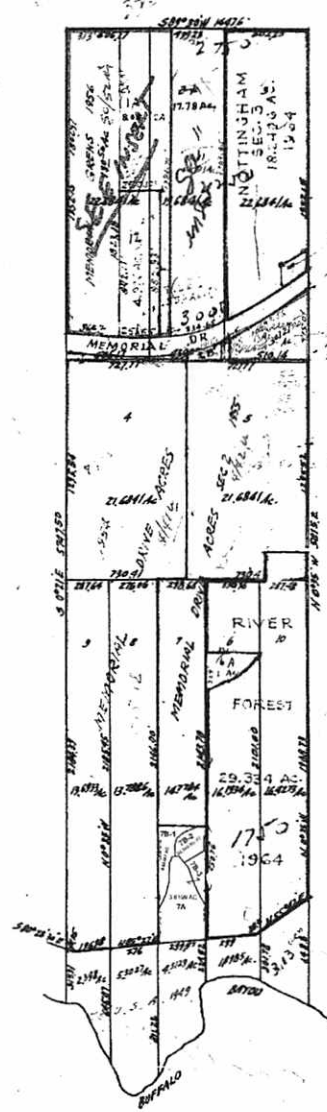
Block or Abstract No. 623 Survey or Addition W.G. PERKINSON SURV Plat No. AD S. D. AD D. D. 48-7

A.J. BAUER 180782 AC.

PATENT				CERTIFICATE				
No.	Vol.	TO WHOM ISSUED	DATE	ACREAGE	No.	CLASS	CHARACTER	TO WHOM ISSUED
			M D Y					

Scale 400' = one inch.

RECORDED IN 65
Unit A5 s.l.u.u.



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TITLE RESOURCES GUARANTY COMPANY

Commitment No.:

SCHEDULE A

Effective Date: May 4, 2023

GF No.: 133002976

Commitment No. 133002976, issued May 12, 2023 12:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
PROPOSED INSURED:

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: TBD
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Hany Ahmed

SCHEDULE A

(Continued)

4. Legal description of land:

Tract 1

Being that certain aggregate tract of land calculated to contain 3.6199 acres of land, more or less, sometimes known as tax parcel Tracts 7A and 7B-2 out of the W. G. Perkinson Survey, Abstract No. 623, Harris County, Texas, said aggregate tract consisting of two parcels of land described as (i) that certain parcel described as containing 3.0481 acres, more or less, as described in Deed to Edward H. Steinhagen, Jr. and Julia B. Steinhagen recorded in Clerk's File No. E571472 Deed Records, Harris County, Texas and (ii) that certain parcel described as containing 24,908 square feet, more or less, as described in Deed to E. Harvey Steinhagen, Jr. recorded in Clerk's File No. G984705, Official Public Records of Real Property, Harris County, Texas, reference to which is hereby made for all purposes, including the incorporation herein by reference of the descriptions set forth in said deeds.

****FOR IDENTIFICATION PURPOSES ONLY. SURVEY REQUIRED.****

Tract 2:

Being that certain tract of land stated to contain 27,543 square feet, more or less, sometimes known as tax parcel Tract 7B, out of the W. G. Perkinson Survey, Abstract No. 623, Harris County, Texas, said tract being more particularly described in Deed to Julia B. Steinhagen and E. H. Steinhagen, III, Co-Trustees of the Julia Ruth Biggerstaff Family Trust recorded in Clerk's File No. H075023, Official Public Records, Harris County, Texas, reference to which is hereby made for all purposes, including the incorporation herein by reference of the description set forth in said deed.

****FOR IDENTIFICATION PURPOSES ONLY. SURVEY REQUIRED.****

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

SCHEDULE A

(Continued)

4. Legal description of land.

Tract 7
 Being that certain eight-acre parcel of land, situated in certain 2.615 acres in land, the word less, containing
 more as the parcel Table 7A on 15-2 out of the W.G. Fanning Survey, Adams No. 830, Harris County
 Texas, said parcel being one of two parcels of land described as (i) that certain parcel described as
 containing 0.061 acres, more or less, as described in Deed to Edward H. Starnberger, Jr. and Julie B.
 Starnberger recorded in Clark's Public Records, Harris County, Texas and (ii) that certain
 parcel described as containing 0.008 acres, more or less, as described in Deed to E. Harvey
 Starnberger, Jr. recorded in Clark's Public Records, Harris County, Texas. Reference is made to which is hereby made for all purposes, including the incorporation herein by reference of
 the description set forth in said deed.

FOR IDENTIFICATION PURPOSES ONLY - SURVEY REQUIRED

Tract 11
 Being that certain tract of land, situate to the west of the Harris County, Texas, said tract being
 parcel Tract 7B out of the W.G. Fanning Survey, Adams No. 830, Harris County, Texas, said tract being
 more particularly described in Deed to Julie B. Starnberger and E. H. Starnberger, III, Co-Trustees of the Julie
 Ruth Starnberger Family Trust for record in Clark's Public Records, Harris County,
 Texas. Reference is made to which is hereby made for all purposes, including the incorporation herein by reference of
 the description set forth in said deed.

FOR IDENTIFICATION PURPOSES ONLY - SURVEY REQUIRED

Note: This Company is provided from reading the true contents of the land described herein. Any
 variation in the legal description shall not constitute a variance or change of quantity of land is not a
 representation that such area is being conveyed. This schedule is provided only for internal identification purposes and
 does not constitute an offer to sell the land described herein.

SCHEDULE B

Commitment No.:

GF No.: 133002976

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below, but the Company insures that any such restrictive covenants have not been violated so as to affect, and that future violation thereof will not affect, the validity or priority of the Insured Mortgage:

Restrictive Covenants recorded in/under Volume 2694, Page 490; Volume 2759, Page 307 and under Film Code No(s). G984704; G984705 and H075023, Official Public Records of Harris County, Texas.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.

SCHEDULE B

(Continued)

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Houston Lighting & Power Company
Recording Date: December 3, 1971
Recording No: under County Clerk's File No. D472385, of the Official Public Records, Harris County, Texas
 - b. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Michael S. Stevens
Purpose: non exclusive easement and right of way for underground water and sewer lines, utility lines and communication facilities
Recording Date: July 29, 1981
Recording No: under County Clerk's File No. H75023, Official Public Records, Harris County, Texas.
 - c. Terms, conditions, restrictions and easements as set out in Deed Restrictions recorded in Volume 2759, Page 307, and under County Clerk's File No. G984705, Official Public Records, Harris County, Texas.
 - d. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

Recording No.: Volume 3620, Page 324, Deed Records and under County Clerk's File No. 20140408394; 20140408395, of the Official Public Records, Harris County, Texas

Said mineral interest not traced subsequent to the date of the above-cited instrument.
 - e. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
 - f. Rights of parties in possession. (Owner Title Policy Only)
 - g. Visible and apparent easements not shown by the public records.

SCHEDULE B
(Continued)

h. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

i. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

j. According to City of Houston Ordinance No. 89-1312, set forth below, seller is obligated to provide notice of restrictive covenants to purchaser, which notice is to be filed for record if the Land is found to be located within the boundaries of the City of Houston. A seller who fails to provide such notice may be subject to a fine levied by the City of Houston.

Recording No.: County Clerk's File No. M337573, Real Property Records, Harris County, and in Volume 2157, Page 1924, Real Property Records, Fort Bend County, Texas

k. The Land is located within the City of Houston or within its extra territorial jurisdiction (within 5 miles of the city limits but outside another municipality). It is subject to the terms, conditions, and provisions of City of Houston Ordinance No. 85-1878, pertaining to among other things, the platting and replatting of real property and to the establishment of building lines (25 feet along major thoroughfares and 10 feet along other streets). A certified copy of said ordinance was filed August 1, 1991, at County Clerk's File No. N253886, Real Property Records, Harris County, Texas.

l. Any rights of adjoining property owners in and to part of the hereinabove property which may constitute accretion or avulsion by virtue of the possible shifting of the bed or shores of the river, stream or body of water which bounds the subject property.

SCHEDULE C

Commitment No.:

File No.: 133002976

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. **all standby fees, taxes, assessments and charges against the property have been paid,**
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
6. Divorce proceedings have been filed by and between Nermin Awad Elhadik and Hany Hagag Ahmed, on 11/07/2011, in Cause No. 201167378, of the District Court of Harris County, Texas. Said divorce has been ordered and upon receipt and review of same, this commitment will be revised.

The Company finds of record a Deed as shown below:

Executed by: Nermin Elhadik
To: Hany Ahmed
Recording Date: September 11, 2014
Recording No.: under County Clerk's File No. 20140408394 & 20140408395

Upon receipt of the proceedings required above, the examination department will determine authority of said deed

7. The Company must be furnished with a properly executed Affidavit of Debts and Liens from the owner(s).
8. The Company must be furnished with a marital affidavit from each record owner from the date of his/her acquisition of subject property to the present time. The spouse of each record owner must join in any

SCHEDULE C
(Continued)

Commitment No.:

File No.: 133002976

conveyance of subject property.

9. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of Texas registered land surveyor.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The name(s) of the buyer(s) was not furnished with the open order. Please provide a copy of the executed earnest money contract as soon as possible. If any involuntary liens known as super abstracts of judgment and/or bankruptcy(ies) have been filed against the buyer, the Company reserves the right to add additional items or make further requirements.
11. Good Funds in the amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursement prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks.
12. If any party to the transaction will execute documents by a durable power of attorney Company requires that the agent of each such power of attorney provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Texas Estates Code, Sect. 751.203, on or before the date of closing.

File No. _____
Job No. IF 76645
County Harris
Map L-83-D-Log-4857

EASMT
D D **D472385**
THE STATE OF TEXAS
COUNTY OF HARRIS

DEC--3-71 808750 D 472385 LST B P0 3.50

KNOW ALL MEN BY THESE PRESENTS:

THAT Ray Novelli

37-27-0430

(hereinafter

referred to as Grantor, whether one or more), of _____ County, Texas, for and in consideration of One Dollar (\$1.00) to grantor in hand paid by Houston Lighting & Power Company (hereinafter referred to as Grantee), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, and by these presents does grant unto Grantee, its successors, assigns and lessees, a right-of-way for electric distribution and communication lines, consisting of wires, poles and other necessary or desirable equipment across, over, along, upon and under the following described lands located in Harris County, Texas:

That certain tract or parcel of land in the W. G. Perkinson Survey, Abstract 623, and being the same property described in a deed dated March 26, 1971, from Ben Blum, As Trustee, to Ray Novelli, and recorded in Volume 8364, Page 308, of the Deed Records of Harris County, Texas.

The easement herein granted is an unobstructed easement ten (10) feet wide, the location of the center line of which is shown by a dot-dash symbol on Sketch No. A-25078, revised November 5, 1971, and prepared by Houston Lighting & Power Company, hereto attached and made a part hereof, said easement being fully described in the last paragraph below.

250
A
✓

1971 DEC 3 AM 9 46

FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

The easement granted herein is an easement ten (10) feet wide at and below normal ground level and extending upward to a plane twenty (20) feet above the ground, and from said plane and upward the easement is twenty (20) feet wide with the same centerline as at ground level, together with (1) the right to use and to keep all of said easement area free and clear of any and all obstructions except property line fences, and (2) the rights of ingress and egress to and from said right-of-way for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, and removing said wires, poles and equipment; and Grantor, his successors, assigns, agents or licensees, shall not have the right to cause or permit any obstruction except property line fences to be placed or constructed or to grow within said easement area without the express written consent of Grantee.

EXECUTED this 19th day of November, 19 71.

Ray Novelli

Name _____
County _____
State _____

STATE OF _____
COUNTY OF _____

IN SENATE, _____

(Distribution)

1. _____
2. _____
3. _____
4. _____

STATE OF TEXAS

County
BEFORE ME, the undersigned authority, a Notary Public in and for County, Texas, on this day personally appeared

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, A. D. 196

Notary Public, County, Texas

STATE OF TEXAS

Harris County
BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Ray Novelli

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of November, D. 1967

Notary Public, Harris County, Texas

STATE OF TEXAS

County
BEFORE ME, the undersigned authority, a Notary Public in and for County, Texas, on this day personally appeared, and wife

both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, A. D. 196

Notary Public, County, Texas

STATE OF TEXAS

County
BEFORE ME, the undersigned authority, a Notary Public in and for County, Texas, on this day personally appeared, and wife

both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, A. D. 19

Notary Public, County, Texas

RETURN TO:
J. H. Brownlee
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON, TEXAS, 77001

RECORDER'S MEMORANDUM:
The changes made on this instrument were present at the time instrument was filed and recorded.

RECORDER'S MEMORANDUM:
Portions of This Instrument Were Filed or Indexed Out At The Time of Recording.

137-27-0431

ICAP-15-NE

10/15

ICAP-15-NE

10/15

REPORT TO THE BOARD OF DIRECTORS
 ON THE PROGRESS OF THE PROJECT
 DURING THE QUARTER ENDED 31st MARCH 2015

The Board is pleased to report that the project has made significant progress during the quarter. The key achievements are as follows:

1. Completion of the initial phase of the project, including the development of the project plan and the identification of key risks.

2. Successful completion of the first major milestone, the design of the new system architecture.

3. Commencement of the development of the new system, with the first version expected to be completed by the end of the quarter.

4. Regular communication and reporting to the Board, ensuring that the project remains on track and within budget.

5. The project is currently on track to be completed by the end of the year, as planned.

During the quarter, the project team has worked closely with the Board to ensure that the project remains aligned with the company's strategic objectives. The Board's support and guidance have been invaluable in ensuring the project's success.

The project team has also identified several key risks and has implemented measures to mitigate them. These risks include:

- Resource constraints: The project team has identified a shortage of resources in certain areas and has implemented measures to ensure that the project remains on track.
- Scope creep: The project team has implemented a strict change control process to ensure that the project remains within scope.
- Timeline: The project team has implemented a robust project management process to ensure that the project remains on schedule.

The project team is confident that the project will be completed successfully and will deliver the expected benefits to the company. The Board is encouraged by the progress made during the quarter and looks forward to continuing to support the project team in the coming months.

The project team will continue to report to the Board on the progress of the project and will ensure that the Board is kept up to date on any changes to the project plan.

The project team is grateful for the Board's support and guidance throughout the project. The Board's commitment to the project has been a key factor in its success.

The project team will continue to work hard to ensure that the project is completed on time and within budget. The Board's continued support and guidance will be invaluable in achieving this goal.

Yours faithfully,
 [Signature]
 Project Manager

ICAP-15-NE

EDWARD J. VOGEL, ctux
VOL. 3620 PG. 521

RAY NOVELLI
VOL. 8364 PG. 308

EXISTING 10' EASEMENT
LOT 24
RIVER 100
VOL. 100
FORREST
P. DAVIS

LOT 25

LOT 26

137-27-9432

11-30-71
Date

County Engineer

APPROVED



BLK 36

10' EASEMENT
10' EASEMENT
10' EASEMENT

W.G. PERKINSON
SURVEY
A-623

SCALE 1" = 50'
26 JULY 1971
LINE - MEMORIAL AREA
COUNTY REC. 7-25078

HOUSTON LIGHTING & POWER CO.
HOUSTON, TEXAS
ENGINEERING DEPARTMENT

UNOBSTRUCTED EASEMENT
PROPERTY OWNERSHIP AS SHOWN
HARRIS COUNTY, TEXAS

137-27-9432-10

490
490

THE STATE OF TEXAS, } SINGLE ACKNOWLEDGMENT
COUNTY OF Harris }

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared _____
Maryin Bauer, a single man,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7 day of November A. D. 1953.

(L.S.)

(W.N. Stokes Jr.)

Notary Public in and for Harris County, Texas

Filed for Record Dec. 9, 1953 at 11:25 o'clock A.M.

Recorded Jan. 14, 1954 at 2:57 o'clock P.M.

W. D. MILLER, Clerk County Court, Harris County, Texas.

BY Audine McLaughlin Deputy

1204106

THE STATE OF TEXAS § §
COUNTY OF HARRIS § §

KNOW ALL MEN BY THESE PRESENTS:

That I, Louise E. Bauer, a feme sole, of Houston Harris County, Texas, do hereby DEDICATE AND RESTRICT the following described properties in accordance with the following conditions and limitations:

The property covered by these restrictions is described as follows:

A part of the A.J. Bauer partition in the W.G. Perkinson Survey, Harris County, Texas, described in Vol. 1905 page 106 of the Deed Records, Harris County, Texas, and described by metes and bounds as follows:

- BEGINNING at an iron pipe, at the Northeast corner of Tract No. 5 of said Bauer partition;
- THENCE South 0 deg. 35 Min. East along the East line of said Tract No. 5 and the West line of Hermann Hospital Estate properties, a distance of 1293.9 feet to a point which is one (1) foot North 0 deg. 35 Min. West from an iron rod at the Southeast Corner of said Tract No. 5;
- THENCE South 89 deg. 26 min. West, parallel to and one (1) foot North from the South line of said Tract No. 5, a distance of 619.44 feet to a point which is one (1) foot North and One (1) foot West from an iron rod at the Northwest Corner of Tract No. 6 of said A.J. Bauer partition;
- THENCE South 0 deg. 35 Min. East, a distance of 1405.25 feet to an iron pipe which is 2.4 feet West of the line between Tracts 6 and 7 of the A.J. Bauer Partition, this being the Southeast corner of this tract;
- THENCE South 89 deg. 29 Min. West, a distance of 297.68 feet to an iron rod at the Southwest corner of this tract;
- THENCE North 0 deg. 35 Min. West, parallel to the East line of said Tract No. 7, a distance of 1404 feet to an iron rod on the South line of Tract No. 4 and the North line of Tract No. 7 of said A.J. Bauer partition;
- THENCE North 89 deg. 26 Min. East along the line between said Tracts No. 4 and 7 a distance of 186.71 feet to an iron rod at the Southeast corner of said Tract No. 4, and the Southwest corner of Tract No. 5 of said partition;
- THENCE North 0 deg. 28 Min. West along the line between said Tracts No. 4 and 5 of the A.J. Bauer Partition, a distance of 1295.52 feet to an iron rod;
- THENCE North 89 deg. 29 Min. East along the line between Tracts 2, 3, and 5 of the A.J. Bauer Partition, a distance of 727.43 feet to the place of beginning, containing 31.255 acres.

(1) The aforesaid Louise E. Bauer has concurrent with the execution of this instrument executed and will file for record a dedication of certain portions therein described of the properties covered by this agreement, to the use of the public for streets and road purposes, for storm sewers and drainage ditches, and to utility companies for the furnishing of public utilities thereto.

(2) These restrictions and covenants are to run with the titles of the property and shall be binding on all parties and all persons claiming under such titles until January 1, 1983. Upon such date they shall automatically be extended for ten (10) additional years unless at that time the record owners of a majority of the tracts (as herein defined) in such properties shall file an instrument of record changing, altering, or amending such restrictions in whole or in part, and such restrictions and covenants shall thereafter be automatically extended at the expiration of each period of ten (10) years unless changed in the manner aforesaid.

(3) For purposes of this instrument, a "tract" as used herein shall be defined as any tract of land conveyed by the maker of this instrument out of the properties heretofore described, it being contemplated that such tracts will be divided in such manner as to allow conformance to all the provisions herein.

(4) All tracts in the properties covered by this instrument shall be residential tracts only. All tracts shall be used for single family residence purposes only, and this shall be interpreted to exclude hospitals, duplex houses, apartment houses, garage apartments, multiple family houses of any kind, commercial and industrial uses; and any such usage of the properties is hereby prohibited. Such usages as are ordinarily accessory to or incidental to the better classes of suburban homes are not prohibited. For example, these are not prohibited: keeping of dogs or other pets (but not for sale or board), a single cow, a horse and chickens. No pigs or swine shall be kept or maintained within the limits of these properties.

(5) Only one single family residence and its usual accessories shall be permitted on each tract as herein defined. Accordingly, no tract may be further subdivided or conveyed, devised or partitioned so as to create two or more parcels out of such tract.

(6) No building shall be nearer than fifteen (15) feet to the sidelines of any tract, nor closer than 30 feet from the front line. Outbuildings shall not be nearer than ten (10) feet to side or rear lines, nor less than one hundred (100) feet from the front line. Garages if they are part of the main dwelling, shall be built in accordance with set back distances for the main dwelling.

(7) No billboard or advertising sign shall be placed on any tract except a small "For sale," "For rent," or "For Lease" sign of a type normally used for that purpose. This shall be interpreted to exclude the use of any sign which the developers may deem necessary in developing the area.

(8) These tracts shall not be conveyed to, owned by, leased to, used or occupied by any person other than that of the white or caucasian race, except that the owner's or occupants' servants other than that of the white or caucasian race may occupy servants' quarters.

(9) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of the tracts shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. No garage or servants' house or other outbuilding on any tract shall ever be occupied as a residence except by servants, and then only after erection of the main dwelling. This shall not apply to a bona fide guest house, not rented or leased for profit and occupied temporarily by nonpaying guests of the owner of the tract.

(10) Each grantee and those holding under him shall provide means of disposing of sewage in a sanitary manner, in all things complying with all applicable statutes, regulations and ordinances of any health authority having jurisdiction. Effluent from septic tanks or cess pools shall be drained or introduced into the subsoil only by approved methods and in no case be permitted to flow into a ditch or other open drainage.

(11) No dumping of trash, garbage or refuse of any kind on any tract or road shall be permitted. No building material shall be stored on any tract except during construction.

(12) Except as may be permitted herein, no structures shall be erected on any tract other than one detached single family dwelling, not to exceed two stories in height, with normal garage appurtenances, and with a minimum ground floor space exclusive of porches or attached garage of fifteen hundred (1500) square feet.

(13) If any person subject to the terms hereof shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning an interest in any tract as defined herein, to prosecute a proceeding in law or equity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from so doing and to recover damages and other dues for such violation where the same are recoverable. The violation of any covenant herein shall never at any time work an estoppel upon any person entitled to claim the benefits of these covenants and restrictions, nor shall the continuance of any violation ever be deemed to have created a waiver of any covenant or restriction contained herein.

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(14) Invalidation of any part of these restrictions by any Court shall in no wise affect the other provisions, covenants and restrictions contained herein.

(15) Oil drilling or exploration shall not be permitted on any tract subject to the terms hereof unless fifty per cent (50%) of the owners of the tracts shall agree by written instrument filed with the County Clerk of Harris County, Texas, consenting to the leasing, exploration and production of oil and gas. The owner of each tract shall be entitled to one vote for purpose of determining a majority.

IN WITNESS WHEREOF I have hereunto subscribed my name this 9th day of October, 1953.

Louise E. Bauer
Louise E. Bauer

THE STATE OF TEXAS § §

COUNTY OF HARRIS § §

BEFORE ME the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared LOUISE E. BAUER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 9th day of October, 1953.

W.N. Stokes
W.N. Stokes

(Seal)

Notary Public in and for Harris
County, Texas

Filed for Record Dec. 9, 1953, at 11:25 o'clock A.M.

Recorded Jan. 14, 1954, at 3:00 o'clock P.M.

W. D. MILLER, Clerk County Court, Harris County, Texas.

BY Burton McLaughlin Deputy

The following information was obtained from the records of the State of Texas, Department of Health, Division of Health Statistics, regarding the death of [Name], [Address], [City], [County], [State], [Date of Death].

[Signature]
[Title]

THE STATE OF TEXAS
DEPARTMENT OF HEALTH

The following information was obtained from the records of the State of Texas, Department of Health, Division of Health Statistics, regarding the death of [Name], [Address], [City], [County], [State], [Date of Death].

[Signature]
[Title]

PLISS T. KNOX & [Address]
[City], [County], [State]
W. L. KILPATRICK, Director, Bureau of Health Statistics, Texas
[City], [State]

1259742

STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

THAT I, LOUISE E. BAUER, a feme sole, of Harris County, Texas, for and in consideration of the sum of FIFTY-TWO HUNDRED & No/100 (\$5200.00) DOLLARS, all cash, to me in hand paid by COLLIE C. GEBERT and wife, DAISY M. GEBERT, of Harris County, Texas, the receipt of which is hereby expressly acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said COLLIE C. GEBERT and wife, DAISY M. GEBERT, that certain land and premises, to-wit:

All of that certain tract or parcel of land being the south 3.056 acres, more or less, of the north 14.7784 acres of the Louise E. Bauer tract No. 7, of the A. J. Bauer Partition of 180.7862 acres in the W. G. Perkinson Survey, Abstract No. 623, in Harris County, Texas, according to Partition Deed, recorded in Volume 1905, page 106, of the Deed Records of Harris County, Texas, the property hereby conveyed being described as follows:

BEGINNING at a 1 inch by 1 inch angle iron on the east line of said Tract No. 7, of the A. J. Bauer Partition, at a point where such east line meets the north line of a certain tract decreed to the United States Government in Cause No. 2828, U.S. District Court for the Southern District of Texas, the same being the southeast corner of this tract;

THENCE north 0 deg. 35 min. west, along the east line of said Tract No. 7 of the A. J. Bauer Partition, at 143.7 feet a 5/8 inch iron rod designated "2,000" on the Plat of the A. J. Bauer Partition, and at 286.4 feet in all, a point in the center of old channel of Buffalo Bayou, for the northeast corner of this tract;

THENCE north 31 deg. 30 min. west, along the center of said old channel at 5.18 feet a 3/4 inch iron pipe marking the southeast corner of a 30 foot road easement, and at 63.58 feet in all to a 3/4 inch iron pipe for corner, being also the southwest corner of said 30 foot road easement;

THENCE continuing along the center of said old channel, the following courses and distances: north 31 deg. 50 min. west 71.8 feet to a stake; north 27 deg. 35 min. west 126.6 feet to a stake; north 46 deg. 33 min. west 73.3 feet to a stake; south 83 deg. 40 min. west 37.2 feet to a stake; south 22 deg. 24 min. west 38.6 feet to a stake; south 1 deg. 42 min. west 115.1 feet to a stake; south 14 deg. 42 min. west 72.4 feet to a stake;

THENCE south 24 deg. 59 min. west 103.5 feet to a 3/8 inch iron rod on the west line of said Tract 7 of the A. J. Bauer Partition;

THENCE south 0 deg. 35 min. east, along the west line of said Tract 7 of the A. J. Bauer Partition, 269.56 feet to a 1 inch iron pipe, being the southwest corner of this tract;

THENCE north 85 deg. 25 min. east, along the north line of the tract decreed to the United States Government in Cause No. 2828, U.S. District Court for the Southern District of Texas, and the present south

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line of said Tract No. 7, of the A. J. Bauer Partition, at 20.5 feet cross the center of said old channel, bearing northeast and at 218.5 feet recross the center of said old channel, bearing northwest and at 299.64 feet in all, to the Place of Beginning.

Although the property hereby conveyed forms no part of that unrecorded subdivision in the W. G. Perkinson Survey known as Memorial Drive Acres, Section Two, and is not included within the metes and bounds description of the property restricted by instrument recorded in Volume 2694, page 490, of the Deed Records of Harris County, Texas, nevertheless, the property above described is sold by the grantor and accepted by the grantees subject to the certain restrictive covenants as set forth in Volume 2694, page 490, of the Deed Records of Harris County, Texas, except that the provision in Paragraph 5 shall be changed to read that the tract hereby conveyed may be subdivided into smaller tracts so long as no subdivided parcel is smaller than one (1) acre.

Taxes on said property for the year 1954 have been prorated, and the grantor has accounted to the grantees for her portion thereof, and therefore, grantees assume and agree to pay all taxes for said year, and all taxes thereafter accruing.

In addition to the above described tract of land, grantor does hereby grant and convey unto the grantees, their heirs and assigns, an easement thirty (30) feet in width over and upon a portion of the acreage owned by grantor immediately north of the tract hereby conveyed, which said easement is described more particularly by metes and bounds as follows:

BEGINNING at a point south 0 deg. 35 min. east 1405.25 feet from the northeast corner of Tract No. 7 of the A. J. Bauer Partition, and 2.4 feet south 89 deg. 29 min. west of the eastline of said Tract No. 7, of the A. J. Bauer Partition, as recorded in Volume 1905, page 106, of the Deed Records of Harris County, Texas, which said Point of Beginning is also the most southeasterly corner of that certain 60 foot road easement dedicated as White Wing Lane by the said Louise E. Bauer, by deed dated October 9th, 1953, being File No. 1204100 in the Office of the County Clerk of Harris County, Texas;

THENCE south 0 deg. 35 min. east, a distance of 450.76 feet to a 3/4 inch pipe set in the northeasterly line of the 3.056 acre tract hereby conveyed, which said point of intersection is located north 31 deg. 31 min. west, a distance of 5.18 feet from the

extreme northeasterly corner of said 3.056 acre tract;

THENCE north 30 deg. 30 min. west, a distance of 58.4 feet, along the northeasterly line of said 3.056 acre tract, to a 3/4 inch pipe;

THENCE north 0 deg. 35 min. west, a distance of 400.66 feet to a 3/4 inch pipe set at the south line of said White Wing Lane road easement;

THENCE east, a distance of 30 feet to a 1 inch iron pipe set at the Point of Beginning; but it is expressly understood that the grantor, the said Louise E. Bauer, retains the right to use a portion of said right-of-way to drain her remaining land to the north, the portion which she may use for drainage purposes being restricted to the most easterly five (5) feet of said easement, if said drainage ditch is located on the east side of said easement, or if said Louise E. Bauer should choose to locate the drainage ditch on the westerly side of the easement, then such drainage ditch shall be limited to the most westerly seven (7) feet of said easement, being, of course, in either event, a strip the full length of the easement.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said COLLIE C. GEBERT and wife, DAISY M. GEBERT, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular, said premises unto the said COLLIE C. GEBERT and wife, DAISY M. GEBERT, their heirs and assigns, against the claim of any person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 18th day of March, 1954.

Louise E. Bauer
Louise E. Bauer.



STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared LOUISE E. BAUER, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office this 2d day of May, 1954.

W. N. Stokes Jr.
Notary Public, Harris County, Texas



Filed for Record May 7 1954 at 3:45 o'clock P.M.
Recorded May 24 1954 at 4:36 o'clock P.M.

W. D. MILLER, Clerk County Court, Harris County, Texas

By Edna Austin Deputy

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ESC/pd

20256 4 901734 10 3 11

WARRANTY DEED

185-92-2449

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

THAT the undersigned, JAMES L. TRIBBLE AND CHARLOTTE TRIBBLE, hereinafter called GRANTORS, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, to them in hand paid by MICHAEL S. STEVENS, of Houston, Harris County, Texas, hereinafter called GRANTEE, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY, unto the said GRANTEE, subject to the covenants, reservations and restrictions hereinafter made, all that certain lot, tract or parcel of land legally described as follows, to-wit:


Being 2.072 acres of land, more or less, in Harris County, Texas, being more fully described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements situated thereon and all appurtenances thereunto belonging (the "Property").

This conveyance is made and accepted subject to the following covenants, reservations and restrictions which shall run with the land:

- (1) No buildings primarily for commercial use shall be constructed or used upon any portion of the Property.
- (2) No more than one (1) single-family dwelling and the usual accessories which accompany a single-family dwelling shall be constructed and maintained on the portion of the Property described in Exhibit B attached hereto and incorporated herein by reference (the "Second Parcel") and no more than four (4) single family dwellings and the usual accessories which accompany such single-family dwellings shall be constructed and maintained on the remainder of the Property.
- (3) No portion of the heated area of a single-family dwelling (except for any form of garage which may be attached to a dwelling) shall be constructed within fifteen (15) feet of the northern boundary of the Property.


Said covenants, reservations and restrictions shall be binding upon and to be observed by the GRANTEE herein, as well as his heirs, successors and assigns, and to run in favor of and be enforceable by GRANTORS, their heirs, successors and assigns,

185-92-2450

provided, however that the foregoing restrictive covenants shall only remain in force and effect for a period of ~~thirty~~ ^{fifty (50)} ~~(90)~~ ^{C2} years from the date hereof, at which time they shall expire and be of no further force and effect. 

As additional consideration to Grantee for his agreement to purchase the Property, Grantors do hereby covenant and agree that all of that certain tract of land situated in Harris County, Texas, being more fully described in Exhibit C attached hereto and incorporated herein by reference (the "Third Parcel"), shall from and after the date hereof be held, owned and used by Grantors subject to the following covenants, reservations and restrictions which shall run with the land:

- (1) No buildings primarily for commercial use shall be constructed or used upon any portion of the Third Parcel.
- (2) No more than one (1) single-family dwelling and the usual accessories which accompany a single-family dwelling shall be constructed and maintained on the Third Parcel.
- (3) No portion of the heated area of a single-family dwelling (except for any form of garage which may be attached to a dwelling) shall be constructed within fifteen (15) feet of the southern boundary of the Third Parcel.

Said covenants, reservations and restrictions shall be binding upon and to be observed by the GRANTORS herein, as well as their heirs, successors and assigns, and to run in favor of and be enforceable by GRANTOR, his heirs, successors and assigns, provided, however that the foregoing restrictive covenants shall only remain in force and effect for a period of ~~one hundred~~ ^{fifty (50)} ~~(100)~~ years from the date hereof, at which time they shall expire and be of no further force and effect. 

In addition to the foregoing, this conveyance is made and accepted subject only to those easements and restrictions listed on Exhibit D attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

185-92-2451

anywise belonging unto the said GRANTEE, his heirs, successors and assigns, forever; and GRANTORS do hereby bind themselves, their heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE herein, his heirs, successors and assigns, against every person whatsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this the 19th day of May, 1981.

James L. Tribble
James L. Tribble
Charlotte Tribble
Charlotte Tribble

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. TRIBBLE AND CHARLOTTE TRIBBLE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of May, 1981.

Edward [Signature]
Notary Public in and for
Harris County, Texas

My Commission Expires:

NOTARY PUBLIC
HARRIS COUNTY, TEXAS
COMMISSION EXPIRES
MAY 1981

EXHIBIT A

to a point in the west line of Tract No. 7 for the S.W. corner:
 Thence N 0°35'00" W, along the west line of Tract No. 7, 492.90 feet to the PLACE OF BEGINNING.

N 31°30'00" W	58.39 feet
N 31°50'00" W	71.81 feet
N 27°35'00" W	126.60 feet
N 46°33'00" W	73.30 feet
S 83°40'00" W	37.20 feet
S 22°24'00" W	38.60 feet
S 10°21'00" W	115.10 feet
S 14°42'00" W	72.40 feet
S 24°59'00" W	103.50 feet

the following meanders:
 Thence along the center line of the old channel of Buffalo Bayou easement, 449.71 feet to a point in the center line of old channel of Buffalo Bayou;

Thence S 0°35'00" E, along the east line of said 30 ft. road easement, 497.35 feet to an I.P. corner, said point being in the east line of a 30 ft. road easement;
 Thence N 89°35'00" E, along the south line of Lot 30, Block 5, Memorial Drive Acres, Section 2, for the N.W. corner, said point being the N.W. corner of said 5.155 Acre Tract;

Beginning at an I.P. at the S.W. corner of Lot 30, Block 5, Memorial Drive Acres, Section 2, for the N.W. corner, said point being the N.W. corner of said 5.155 Acre Tract;
 Thence N 89°35'00" E, along the south line of Lot 30, Block 5, Memorial Drive Acres, Section 2, for the N.W. corner, said point being the N.W. corner of said 5.155 Acre Tract;
 Thence S 0°35'00" E, along the east line of said 30 ft. road easement, 497.35 feet to an I.P. corner, said point being in the east line of a 30 ft. road easement;

RECORDERS MEMORANDUM
 AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION RECAUSE OF ILLICIBILITY, CARBON OR PHOTO COPY, DISCOURSED PAPER, ETC.

185-92-2452

185-92-2453

EXHIBIT "B"

A tract of land containing 24,908 Square Feet out of the W. G. Perkinson Survey, A-623, Harris County, Texas, being a part of a 2.210 Acre Tract deeded to James L. Tribble and being more particularly described by metes and bounds as follows:

Beginning at the S.E. corner of said 2.210 Acre Tract for the S.E. corner, said point being in the center line of Old Buffalo Bayou Channel and the west line of River Forest, as recorded in Volume 100, Page 6, Harris County Map Records, Harris County, Texas;

Thence along the center line of Old Buffalo Bayou Channel the following meanders:

N31°30'00"W	58.40 feet
N31°50'00"W	71.80 feet
N27°35'00"W	126.60 feet
N46°33'00"W	19.30 feet to a point for corner;

Thence N58°05'23"E 127.14 feet to an I.R. in the west line of a 30 ft. access easement;

Thence N0°35'00"W, along the west line of said access easement, 85.00 feet to an I.R.;

Thence in a northeasterly direction along a 60 ft. radius curve to the left (I=59°59'45") (L.C. N29°25'09"E 60.00 feet) 62.83 feet to an I.R. in the west line of River Forest for the N.E. corner;

Thence S0°35'00"E, along the west line of River Forest, 440.76 feet to the PLACE OF BEGINNING.

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

185-92-2454

EXHIBIT "C"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN THE W. G. PERKINSON SURVEY, ABSTRACT NO. 623 IN HARRIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ROD AT THE SOUTHEAST CORNER OF TRACT 4 OF THE A. J. BAUER PARTITION ACCORDING TO THE INSTRUMENT OF PARTITION RECORDED IN VOLUME 1905, PAGE 106 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS;

THENCE SOUTH $89^{\circ} 26'$ WEST ALONG THE SOUTH LINE OF SAID TRACT 4 A DISTANCE OF 186.81 FEET TO AN IRON ROD FOR CORNER;

THENCE SOUTH $0^{\circ} 35'$ EAST ALONG THE EAST LINE OF MEMORIAL DRIVE ACRES A DISTANCE OF 1248 FEET TO AN IRON ROD FOR THE NORTHWEST CORNER AND PLACE OF BEGINNING OF THE TRACT HEREIN;

THENCE NORTH $89^{\circ} 26'$ EAST AT 237.68 FEET PASS THE WEST LINE OF A 60 FOOT EASEMENT FOR STREET PURPOSES, KNOWN AS WHITE WING LANE, AND AT A TOTAL DISTANCE OF 267.68 FEET TO A POINT FOR THE NORTHEAST CORNER IN THE CENTER LINE OF WHITE WING LANE;

THENCE SOUTH $0^{\circ} 35'$ EAST ALONG THE CENTER LINE OF WHITE WING LANE A DISTANCE OF 156 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH $89^{\circ} 28'$ WEST AT 30 FEET PASS THE WEST LINE OF WHITE WING LANE AND AT A TOTAL DISTANCE OF 267.68 FEET AN IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH $0^{\circ} 35'$ WEST ALONG THE EAST LINE OF MEMORIAL DRIVE ACRES A DISTANCE OF 156 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.9587 ACRES OF LAND, MORE OR LESS.

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

EXHIBIT "D"

185-92-2455

1. An easement 30 feet wide along the east property line, for road purposes, as recorded in Volume 2759, Page 307 of the Deed Records of Harris County, Texas.
2. A 1/16th royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property set forth in instrument recorded in Volume 3620, Page 321, of the Deed Records of Harris County, Texas.

FILED
MAY 22 3 19 PM 1981
Quita Luskness
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that 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 Real Property of Harris County, Texas on

MAY 22 1981



Quita Luskness
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Hand for: Capital Title

H075023

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ESC/pcl

DEED

STATE OF TEXAS §
COUNTY OF HARRIS §

191-88-0344

675023

WHEREAS, MICHAEL S. STEVENS (herein called "Grantor"), is possessed and seized in fee simple of that certain tract of land situated in Harris County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof (herein called "Tract A"); and

WHEREAS, Grantor desires to herein sell and convey to JULIA R. BIGGERSTAFF (herein called "Grantee"), a part of the land comprising Tract A, which said part is described by metes and bounds on Exhibit "B" attached hereto and made a part hereof (herein called "Tract B"); and

WHEREAS, Grantor and Grantee desire that certain restrictive covenants be imposed on Tract B for the mutual and reciprocal benefit of Grantor, Grantee and their respective heirs, personal representatives and assigns; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that Grantor, for and in consideration of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee all that certain tract or parcel of land in Harris County, Texas, described in Exhibit "B" attached hereto and made a part hereof for all purposes, together with all improvements situated thereon (including but not limited to the homestead located thereon known as 417 White Wing Lane), and all appurtenances thereunto belonging.

Grantor does hereby reserve and retain unto himself, his heirs, personal representatives and assigns, a perpetual nonexclusive easement and right of way for underground water and sewer lines, utility lines, and communication facilities, and all necessary or desirable appurtenances thereto, under a strip of land fifteen (15) feet in width having as its northern boundary the most

191-85-0345

northern boundary of Tract B, and having as its southern boundary a line lying fifteen (15) feet south of the northern boundary and parallel thereto; such strip of land beginning at the eastern boundary of Tract B and extending in a westerly direction to the western boundary of Tract B (the "Easement Area").

This underground easement and right of way, together with all rights and privileges hereby granted, may be used by Grantor to place, install, construct, maintain, repair and remove the underground water and sewer lines, utility lines and communication facilities, including underground conduit, manholes, wires and all other necessary appurtenances thereto, and for the necessary ingress and egress thereto.

Grantor shall have the right, within the Easement Area, to clear trees and shrubbery to the extent necessary to prevent possible interference with the operation of his underground utility facilities or to remove possible hazards thereto, and shall have the right to remove or prevent the construction on the Easement Area of any and all buildings, structures or obstructions which would unreasonably interfere with the access to or operation of his underground utility facilities.

Grantor expressly waives and releases any and all rights and benefits which Grantor may have had with respect to that certain easement for ingress and egress across the easternmost thirty (30) feet of Tract B, as granted by instrument recorded in Volume 2759, Page 307 of the Deed Records of Harris County, Texas, so that from and after the date hereof neither Grantor nor his heirs, personal representatives, successors or assigns shall have any right to enter upon or use any portion of such easement heretofore granted covering any part of Tract B.

Grantee expressly waives and releases any and all rights and benefits which Grantee may have with respect to that certain easement for ingress and egress effecting Tract A, as granted by that certain easement dated May 19, 1981, from James L. Tribble and Charlotte Tribble to Michael S. Stevens, as recorded in the

181-33-101

... southern boundary ... northern boundary ...

... together with ... and there ...

... within the Esment Area ...

... and all rights ...

... in which ...

Official Public Records of Real Property of Harris County, Texas.

This conveyance is made and accepted subject to the following items:

191-33-0346

1. Easement thirty (30) feet wide along the east property line of Tract B for road purposes, as shown in instrument recorded in Volume 2759, Page 307 of the Deed Records of Harris County, Texas; and
2. A 1/16th royalty interest in and to all oil, gas and other minerals on and under or that may be produced from the subject property as set forth in instrument recorded in Volume 3620, Page 321 of the Deed Records of Harris County, Texas; and
3. Restrictive covenants contained in Warranty Deed dated May 19, 1981, from James L. Tribble and Charlotte Tribble to Michael S. Stevens recorded in the Official Public Records of Real Property of Harris County, Texas, references being herein made to such Deed and the record thereof for all purposes; and
4. Restrictive covenants contained in Warranty Deed dated May 19, 1981 from Michael S. Stevens to E. Harvey Steinhagen, Jr. recorded in the Official Public Records of Real Property of Harris County, Texas, references being made herein to such Deed and the record thereof for all purposes.
5. Perpetual nonexclusive easement for pedestrian and vehicular ingress and egress over and across a strip of land thirty (30) feet wide extending along parallel lines which are extensions of the east and west boundary lines of the northernmost portion of a tract of land situated in Harris County, Texas, which tract is described by metes and bounds on Exhibit "C" attached hereto and made a part hereof (herein called "Tract C"), such strip of land extending in a northerly direction from the north boundary of Tract C to the public dedicated road known as White Wing Lane, such easement providing access from Tract C to said White Wing Lane.

It is expressly stipulated that this conveyance is made and subject to the following restrictive covenants:

1. No buildings intended to be used primarily for a commercial purpose shall be constructed on Tract B.
2. No more than two (2) single-family dwellings, consisting of at least 2,500 square feet of heated living area with

[REDACTED]

an attached garage, and not exceeding two (2) stories in height, and the usual accessories (including, without limitation, lawns and gardens) which accompany a first class suburban single-family dwelling shall be constructed and maintained on Tract B. 191-35-1347

3. At no time shall any part of Tract B be used for the storage of waste, trash or other debris, and no livestock may be kept or grazed thereon.

4. The restrictive covenants contained herein shall remain in force and effect for a period of 60 years from and after the date hereof, at which time same shall expire and be of no further force and effect.

5. Grantee shall not use nor permit the use, nor construct or maintain or permit the continued existence on Tract B of any improvement or condition which would unreasonably impair or restrict the natural flow of water in the Old Buffalo Bayou Channel, as the same borders Tract B.

6. The restrictive covenants set forth herein have been imposed upon Tract B for the benefit of Grantor herein, and his heirs, successors, personal representatives, assigns and by his successors in title to any part of Tract A. Accordingly, all of the restrictive covenants applicable to Tract B shall be construed to be covenants running with the land and shall be enforceable at law or in equity, by any one or more of said parties, against Grantee and her heirs, personal representatives and assigns.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the foregoing terms and provisions, unto Grantee, her heirs, personal representatives and assigns forever; and Grantor does hereby bind himself, his heirs, personal representatives and assigns to warrant and forever defend all and singular the said premises subject, however, as aforesaid, unto Grantee, her heirs, personal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED AND DELIVERED this the 29th day of July, 1981.

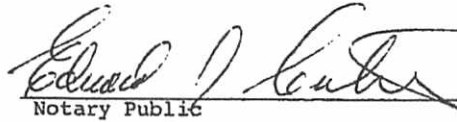

MICHAEL S. STEVENS

STATE OF TEXAS }
COUNTY OF HARRIS }

191-85-0348

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL S. STEVENS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th
day of July, 1981.


Notary Public



EDWARDS CUTRER
Notary Public in and for State of Texas
My Commission Expires July 10, 1984

191-85-0349

A tract of land containing 66,004 Square Feet out of the W.G. Perkinson Survey, A-623, Harris County, Texas, being a part of the south 5.155 Acre out of the Louise Bauer 14.7784 Acre Tract No. 7 of the A.J. Bauer partition of 180.7862 Acre Tract as recorded in Vol. 1905, Page 106, Harris County Deed Records a part of a tract of land lying between the center of the old channel of Buffalo Bayou and the south line of Lot 30, Memorial Drive Acres, Section 2; an unrecorded subdivision of Tract 7 and Tract 5 of said A.J. Bauer Partition and being more particularly described by metes and bounds as follows:

Beginning at an I.P. at the S.W. corner of Lot 30, Block 5, Memorial Drive Acres, Section 2, for the N.W. corner, said point being the N.W. corner of said 5.155 Acre Tract;

Thence N 89°26'00" E, along the south line of Lot 30, Block 5, 297.85 feet to a point for the N.E. corner, said point being in the east line of a 30 ft. road easement;

Thence 0°35'00" E, along the east line of said 30 ft. road easement, 9.71 feet to a point at the P.C. of a curve to the right;

Thence in a southwesterly direction along a 60.00 ft. radius curve (I=39°59'45") 62.83 feet to a point in the west line of a said road easement;

Thence S 0°35'00" E, along the west line of said road easement, 85.00 feet to an I.R.;

Thence S 58°05'23" W 127.14 Feet to a point in the center line of the old channel of Buffalo Bayou;

Thence along the center line of the old channel of Buffalo Bayou the following meanders:

N 46°33'00" W	54.00 feet
S 83°40'00" W	37.20 feet
S 22°24'00" W	38.60 feet
S 1°42'00" W	115.10 feet
S 14°42'00" W	72.40 feet
S 24°59'00" W	103.50 feet

to a point in the west line of Tract No. 7 for the S.W. corner;

Thence N 0°35'00" W, along the west line of Tract No. 7, 492.90 feet to the PLACE OF BEGINNING.

W. A. Lamm

July 28, 1981

Exhibit A

RECORDER'S MEMORANDUM.

At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

A tract of land containing 27,543 Square Feet out of the W.G. Perkinson Survey, Harris County, Texas, being a part of Tract 7 and Tract 5, A.J. Bauer Partition, as recorded in Volume 1905, Page 106, Harris County Deed Records, Harris County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the S.W. corner of Lot 30, Block 5, Memorial Drive Acres, Section 2, an unrecorded subdivision;

Thence N89°26'00"E, along the south line of Lot 30, Block 5, 237.89 feet to an I.R. for the N.W. corner and the PLACE OF BEGINNING;

Thence N89°26'00"E 60.00 feet to an I.R. in the west line of River Forest as recorded in Volume 100, Page 6, Harris County Map Records; for the N.E. corner;

NEA Thence S0°35'00"E, along the west line of River Forest, 79.71 feet to a point for the P.C. of a curve to the right;

Thence in a southwesterly direction along a 60 ft. radius curve (I = 59° 59'45") 62.83 feet to an I.R. in the west line of a 30 ft. access easement;

Thence S0°35'00"E, along the west line of a 30 ft. access easement, 85.00 feet to an I.R.;

Thence S58°05'23"W 127.14 feet to a point in the center line of Old Buffalo Bayou;

Thence N46°33'00"W, along the center line of Old Buffalo Bayou, 54.00 feet to a point;

Thence S83°40'00"W, along the center line of Old Buffalo Bayou, 19.52 feet to a point;

Thence N3°04'17"W 63.56 feet to an I.R.;

Thence N14°30'13"E 43.40 feet to an I.R.;

Thence N51°05'09"E 54.89 feet to an I.R.;

Thence N62°18'13"E 15.40 feet to an I.R.;

Thence N66°02'37"E 18.47 feet to an I.R.;

Thence N66°39'55"E 59.76 feet to the PLACE OF BEGINNING.



Olaf A. Larsen

July 28, 1981

Exhibit B

RECORDER'S MEMORANDUM.

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

A tract of land containing 24,908 square feet of the W. G. Perkinson Survey, A-623, Harris County, Texas, being a part of a 2.210 acre tract deeded to James L. Tribble and being more particularly described by metes and bounds as follows:

BEGINNING at the S.E. corner of said 2.210 acre tract for the S.E. corner, said point being in the center line of Old Buffalo Bayou Channel and the west line of River Forest, as recorded in Volume 100, Page 6, Harris County Map Records, Harris County, Texas;

THENCE along the center line of Old Buffalo Bayou Channel the following meanders:

- N 31° 30' 00" W 58.40 feet;
- N 31° 50' 00" W 71.80 feet;
- N 27° 35' 00" W 126.60 feet;
- N 46° 33' 00" W 19.30 feet, to a point for corner;

THENCE N 58° 05' 23" E 127.14 feet to an I.R. in the west line of a 30 foot access easement;

THENCE N 0° 35' 00" W along the west line of said access easement, 85.00 feet to an I.R.;

THENCE in a northeasterly direction along a 60 foot radius curve to the left (I=59° 59' 45") (L.C. N 29° 25' 09" E 60.00 feet) 62.83 feet to an I.R. in the west line of River Forest for the N.E. corner;

THENCE S 0° 35' 00" E along the west line of River Forest, 440.76 feet to the PLACE OF BEGINNING.

STATE OF TEXAS
COUNTY OF HARRIS

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

JUL 29 1981



Quinta Rodriguez
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED

JUL 29 2 36 PM 1981

Quinta Rodriguez
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

EMH:

Exhibit C

Hold for: Capital Title

191-82-1321

1. West of and containing 24.908 square feet of the W. E. Parkin
and Garvey Apts., Harris County, Texas, being a part of a 2.310
acre tract owned by James M. Trivette and being more particularly
described by name and bounds as follows:

SECTION 2 of T. 12 N. E. corner of said 2.310 acre tract for the
E. corner and being in the center line of Old Millalee
River Channel, and the west line of River Forest, as recorded in
Volume 100 Page 4, Harris County Map Records, Harris County,
Texas.

THIS is being the center line of Old Millalee River Channel the
following bearings:

- N 87° 33' 00" E 100.00 feet
- S 87° 33' 00" W 100.00 feet
- S 87° 33' 00" E 100.00 feet
- N 87° 33' 00" W 100.00 feet

THENCE N 87° 33' 00" E 100.00 feet to an I.R. in the west line of
a 30 foot wide easement.

THENCE N 87° 33' 00" E along the west line of said easement
about 85.00 feet to an I.R.

THENCE in a westerly curve along a 30 foot wide easement
to the left (S 87° 33' 00" W 100.00 feet) to an I.R. in the west line of River Forest for the
N.E. corner.

THENCE S 87° 33' 00" E along the west line of River Forest, 440.75
feet to the back of SECTION 2.

TO ALL WHOM THESE PRESENTS SHALL COME, I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original plat on file in the office of the County Clerk of Harris County, Texas, and that the same is a true and correct copy of the original plat on file in the office of the County Clerk of Harris County, Texas.

JUL 10 1981

CLERK OF COUNTY, TEXAS



191-82-1321
JUL 10 1981
CLERK OF COUNTY, TEXAS

RECORDED IN VOLUME 100 PAGE 4
HARRIS COUNTY MAP RECORDS
HARRIS COUNTY, TEXAS
JUL 10 1981

2-11-81

#20

191-82-1321