

Declarations-CC&Rs
Two Worlds - Cook Road Residents' Association

RESTATED AND SUPPLEMENTED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

E764847

TWO WORLDS - COOK ROAD RESIDENTS' ASSOCIATION

THIS RESTATED AND SUPPLEMENTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Restated and Supplemented Declaration") made this 13th day of MAY, 1976, by RALDON HOUSING CORPORATION - HOUSTON, a Texas corporation ("Declarant");

141-03-0106

W I T N E S S E T H:

A. Declarant has heretofore executed and acknowledged that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated January 17, 1974, covering the res' estate and premises referred to and described therein and has caused the Declaration to be filed in the Office of the County Clerk of Harris County, Texas, and recorded in Volume 173-25, Page 2330 of the Deed Records of Harris County, Texas.

B. Declarant is the owner of the real property described in Annex "I", attached hereto and made a part hereof for all purposes, and desires to subject the same to the terms and provisions of the Declaration.

C. Article II, Section 2(a) of the Declaration provides (i) that additional property owned by Declarant may be added to the Existing Property (as defined in the Declaration) and may be made subject to the Declaration by Declarant's filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions providing for the extension of the concept of the covenants, conditions and restrictions of the Declaration to such additional property and (ii) that such Supplementary Declaration of Covenants, Conditions and Restrictions may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in the Declaration as may be necessary to reflect the different character of the added property.

D. The character of the property described in Annex "I", attached hereto, is different than the character of the property described in Exhibit "A" to the Declaration and attached hereto as Exhibit "A".

E. Declarant desires to subject the property described in Annex "I" to the Declaration, to make certain modifications and additions to the Declaration pursuant to Article II, Section 2(a) of the Declaration, and to restate and reaffirm the terms, covenants, conditions, provisions and restrictions of the Declaration as supplemented and modified.

NOW, THEREFORE, the Declarant, (i) reaffirms and restates the Declaration and the recitals and declaration contained in the Declaration, (ii) declares that the real property described in Exhibit "A", attached hereto, and referred to in Article II of the Declaration, and such additions thereto as may be made pursuant to such Article II, and the real property described in Annex "I", attached hereto and made a part hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as restated and reaffirmed in, and as modified, supplemented and added to by this Restated and Supplemented Declaration, (sometimes referred to as "Covenants and Restrictions"), and (iii) modifies, supplements and adds to the Declaration (which modifications, additions and supplementations are noted herein) and restates the Declaration, as modified, supplemented and added to by this Restated and Supplemented Declaration, provided, that notwithstanding any provisions herein contained, the modifications and additions contained in this Restated and Supplemented Declaration shall not modify or add to the covenants established by the Declaration for the property described in Exhibit "A", attached hereto, and defined and described as the Existing Property in the Declaration. The Declaration as restated, reaffirmed, modified and added to by this Restated and Supplemented Declaration is hereinafter referred to as this "Declaration".

ARTICLE IDEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Two Worlds - Cook Road Residents' Association.

Modified (b) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article II hereof, including (without limitation) the real property described in Annex "I".

Modified (c) "Common Properties" shall mean and refer to those areas of land designated as Common Properties on Exhibit "B" and "B-1", attached hereto and made a part hereof for all purposes, together with any and all improvements that are now or may hereafter be constructed thereon.

Modified

(d) "Lot" shall mean and refer to (i) each of the tracts or plots of land lying within the property described in Exhibit "A", attached hereto, and described on Exhibit "C", attached hereto and made a part hereof for all purposes, (ii) each of the one hundred nineteen (119) tracts or parcels of land lying within the property described in Annex "I", attached hereto, which shall be designated and described, from time to time, by a Supplemental Declaration to this Declaration as and when the exact description of each such tract or parcel is determined and formulated (it being understood that each such additional Supplemental Declaration designating and describing each such tract or parcel shall be a part of this Declaration to the same extent as if the same were expressly set forth herein and that the designation and description of each such tract or parcel is being deferred upon the advice of advising architects, engineers and surveyors until an exact description of each such tract or parcel can be formulated upon the specific location of each residence on each such tract or parcel, inasmuch as each such resident is being located on the lot line of each such tract or parcel (zero lot line) of the property described in Annex "I"), and (iii) each other tract or plot of land which shall be designated as a Lot in any Supplementary Declaration filed pursuant to the provisions of Section 2 of Article II hereof.

(e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to each Owner as provided herein in Article III.

(g) "Declarant" shall mean and refer to Ralton Housing Corporation - Houston, its successors and assigns, if (i) such successors and assigns should acquire more than one undeveloped Lot from the said Ralton Housing Corporation - Houston for the purpose of development, and (ii) any such assignee shall receive by assignment from said Ralton Housing Corporation - Houston all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(h) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 1 of Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Modified

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Harris County, State of Texas, and is more particularly described in Exhibit "A" and Annex "I", attached hereto and made a part hereof.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Declarant may, without the consent of any Owner, at any time and from time to time, add to the Existing Property and to the concept of this Declaration any property which it presently owns or which it may hereafter own within the Dairy Outlot Subdivision, Harris County, Texas, by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplementary Declaration modify or add to the covenants established by this Declaration for the Existing Property. Declarant may make any such addition even though at the time such addition is made Declarant is not the owner of any portion of the Existing Property. Each Supplementary Declaration shall designate the number of separate plots or tracts comprising the properties added which are to constitute lots, and each such separate plot or tract shall constitute a "Lot" within the meaning of this Declaration.

(b) In the event construction is commenced on any Lot of any building other than a detached or attached residential structure intended for use and occupancy as a single-family residence, Declarant shall have the right at any time, by filing of record an amendment to this Declaration, to change the number of votes to which the Owner of any such Lot is entitled by virtue of his ownership of such Lot, and to change the amount of the assessment which would otherwise be payable to the Association by the Owner of each such Lot, such determination by Declarant to be based upon the number of single-family units contained or to be contained within such building and upon such other considerations as Declarant shall in its good faith judgment deem relevant in establishing the number of votes and the amount of assessments which will be allocated to and borne by any such Lot. The provisions of this subparagraph (b) shall control over any provisions to the contrary contained in Article III and Article V, respectively.

(c) Upon the approval of the Members entitled to cast two-thirds (2/3) of the votes of each class of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, the owner of any property who desires to add it to the concept of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants, Conditions and Restrictions as described in paragraph (a) of this Article. Any additions made pursuant to paragraphs (a) or (c) of this Section 2, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(d) Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration for the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association.

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

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Notwithstanding any other provision of this Article, from and after October 1, 1977, the Class B Member(s) shall be entitled to only one vote for each Lot in which it holds the interest required for membership.

Section 3. Quorum and Notice Requirements.

(a) Subject to the provisions of paragraph (c) of this Section, any action authorized by Sections 4(c) and 5 of Article V shall require the assent of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in paragraph (a) of this Section shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Any provision of this Declaration to the contrary notwithstanding, any action referred to in paragraph (a) of this Section may be taken with the assent given in writing and signed by two-thirds (2/3) of the Members of each class.

(d) Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-Laws, as same may be amended from time to time.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Modified

Section 2. Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record in Harris County, Texas, prior to the date of the conveyance of the first Lot to an Owner; provided that if additional property is made subject to this Declaration pursuant to the provisions of Article II hereof and if a portion of such additional property is designated as Common Properties, the Declarant shall dedicate and convey the fee simple title to such additional Common Properties to the Association, as herein provided, prior to the date of the conveyance of the first Lot, within such additional property, to an Owner.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties (including limiting the number of guests of Members);

(b) Subject to the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association, in accordance with its Articles, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(d) The right of the Association, as provided in its By-Laws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties and/or common facilities for any period during which any assessment against a Lot resided upon by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(e) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities on the Common Properties; and

(f) Subject to the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (1) annual assessments or charges; (2) special assessments for capitol improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; (3) individual special assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his family, agents, guests and invitees, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments thus collected by the Association shall constitute the maintenance fund of the Association. The annual, special capital and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The annual assessments shall be payable in monthly installments as provided in Section 7 of this Article V.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used (1) for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private roadways, walkways, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the repair, replacement and additions thereto; (11) for paying the cost of labor, equipment (including the expense of

leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (iii) for carrying out the duties of the Board of Directors of the Association as set forth in Article VI hereafter (including but not limited to the payment by the Association of all assessments and charges payable in connection with sewer, water and garbage pickup services and the installation and maintenance of street lighting (if any) for the Properties); and (iv) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Improvement and Maintenance of the Common Properties Prior to Conveyance to the Association. After the date of the conveyance of the first Lot to an Owner, the Declarant shall have, at its election, the right in common with the Association to improve and maintain the Common Properties, and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, all assessments, both annual and special, collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Properties as set forth in this paragraph and to carry out the duties of the Board of Directors of the Association. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Properties hereunder and to carry out the duties of the Board of Directors of the Association. Any sums required by Declarant to improve and maintain the Common Properties, in excess of the assessments collected by the Association, shall be borne and paid exclusively by Declarant.

Modified

Section 4. Basis and Amount of Annual Assessments.

(a) Until the year beginning January 1, 1975, the maximum annual assessment for each Lot, improved with a single family attached unit, not owned by Declarant, shall be Four Hundred Twenty and No/100 Dollars (\$420.00) and until the year beginning January 1, 1976, the maximum annual assessment for each Lot improved with a single family detached unit, not owned by Declarant, shall be One Hundred Forty-Four and No/100 Dollars (\$144.00), and an amount equal to not more than sixteen per cent (16%) of either such amount for each Lot owned by Declarant, upon which there has been constructed and completed a single family unit, at the time of each such annual assessment. The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

(b) Commencing with the year beginning January 1, 1975, with respect to a Lot improved with a single family attached unit, and commencing with the year beginning January 1, 1976, with respect to a Lot improved with a single family detached unit, and each year thereafter, the Board of Directors may set the amount of the maximum annual assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than six per cent (6%) above the maximum annual assessment for the previous year without a vote of the membership taken in accordance with the provisions of the next succeeding paragraph (c) of this Section 4 of Article V. The maximum assessment for each Lot owned by Declarant, at the time of annual assessment, shall be an amount equal to sixteen per cent (16%) of the maximum assessed against each Lot owned by other Members, unless a Lot owned by Declarant is improved with a residential structure that is occupied, in which event the maximum assessment for such Lot shall be an amount equal to the maximum amount assessed against each Lot owned by other Members.

(c) Commencing with the year beginning January 1, 1975, with respect to a Lot improved with a single family attached unit, and commencing with the year beginning January 1, 1976, with respect to a Lot improved with a single family detached unit, and in each year thereafter, the Board of Directors may set the maximum annual assessment for the following year for each Lot at an amount more than six per cent (6%) above the maximum annual assessment for the previous year, PROVIDED THAT, any such increased assessment shall be approved by each class of the Association's Members, as provided in Section 3 of Article III.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the affirmative approval of the Association's Members, as provided in Section 3 of Article III.

Modified

Section 6. Uniform Rate of Assessments. Both annual and special assessments (excepting therefrom special individual assessments) must be fixed at a uniform rate for all Lots improved with a single family attached dwelling and at a uniform rate for all Lots improved with a single family detached dwelling.

Modified

Section 7. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month

following conveyance of the Common Properties (exclusive of any additional Common Properties made subject to this Declaration pursuant to Article II hereof) and shall be payable in equal monthly installments, in advance, on the first day of each month hereafter; provided that as to Lots made subject to this Declaration pursuant to Article II hereof, the annual assessments for such added Lots shall commence on the first day of the month following the month in which the Supplementary Declaration of Covenants, Conditions and Restrictions subjecting such Lots to this Declaration is recorded unless the property then subjected to the Declaration contains additional Common Properties, in which case the annual assessments for such added Lots shall commence on the first day of the month following conveyance of such additional Common Properties. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessments provided for in Section 4 hereof as the remaining number of months in that year bears to twelve. The first annual assessment shall be due and payable in as many equal installments as there are monthly payment dates remaining the first year, said installments to be due and payable on said monthly payment dates. The same pro rata reduction in the amount of the assessment shall apply to the first annual assessment levied against any Lot which is hereafter added to the Lots now subject to assessment at a time other than the beginning of any assessment period.

The due date or dates, if it is to be paid in installments, of any special assessment under Section 5 hereof or of any special individual assessment under Section 1 hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 8. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the amount of the assessment against each Lot at least thirty (30) days in advance of each annual assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fees to be fixed by the court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon a Lot subject to assessment if the mortgage or deed of trust is placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of the annual assessment for such Lot; provided, however, that such subordination shall apply only to the

assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessments there- after becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declara- tion shall be exempted from the assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Properties as defined in Article I hereof.
- (c) All portions of the Properties and Lots owned by Declarant upon which there have not been constructed and completed single-family residential units.

Section 12. Omission of Assessments. The omission of the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is filed.

ARTICLE VI

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board, for the benefit of the Properties and the Owners, shall provide, and shall pay for out of the maintenance fund provided for in Section 1 of Article V above, the following:

Modified

(a) Assessments and charges for sewer, water and garbage pickup services for the Common Properties and the Lots improved with a single family attached unit (but not for the Lots improved with a single family detached unit), installation and maintenance charges for street lighting for the Properties, and taxes, assess- ments and other charges which shall properly be assessed or charged against the Common Properties.

Modified

(b) Exterior maintenance on each Lot improved with a single family attached unit (but not for each Lot improved with a single family detached unit) and the Common Properties, which shall include and be limited to (i) maintenance (including painting) of the exterior walls, downspouts, gutters, fences and roof of each home, (ii) maintenance of driveways and sidewalks, and (iii) maintenance of exterior grounds, including care of trees, shrubs and grass and sprinkler system (if installed) on each Lot improved with a single family attached unit (but not on each Lot im- proved with a single family detached unit); PROVIDED, that the term "exterior maintenance" as used herein shall expressly exclude all repairs and maintenance not specifically provided herein, including but not limited to (1) all maintenance and repairs necessitated by fire, windstorm or other casualty, (ii) maintenance or repair of glass and glass surfaces, and (iii) maintenance or repair of air condition- ing and heating units; PROVIDED FURTHER, that in the event that the need for main- tenance or repair is caused through the willful or negligent act of any Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

(c) Care and preservation of the Common Properties and full maintenance of a utility service for the Common Properties; the furnishing and upkeep of any desired personal property for use in the Common Properties; and the maintenance and repair of any common television antenna system that may be installed for the Properties (whether owned entirely by the Association or otherwise).

(d) The services of a person or firm to manage the Association or any separate portion therewith to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(e) Legal and accounting services.

(f) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person, \$300,000 against the claim of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement pro- viding that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds; provided, that under no circumstances shall

the Board be authorized to provide or pay for fire, casualty or other insurance insuring the interest of any Owner in his lot.

(g) Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as may be required by the By-Laws or as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance on Association owned property, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

(j) To execute all declarations of ownership for tax assessment purposes with regard to the Common Properties on behalf of all owners.

(k) Subject to the provisions of the Articles of Incorporation, to borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(l) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association, expressly including the power to enter into management and maintenance contracts.

(m) To protect or defend the Common Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(n) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by the Members in the portions affected (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of the swimming pools or other common recreational areas during certain periods by youthful persons, visitors or otherwise).

(o) To make available to each Owner within sixty (60) days after the end of each year an annual report.

(p) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(q) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Modified

Section 2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. The Association and the Board (i) shall not discriminate between or unfairly act with respect to the Lots improved with a single family attached unit and the Lots improved with a single family detached unit, (ii) shall at all times fix, collect, pay out of and apply assessments with respect to the Lots improved with a single family attached unit and the Lots improved with a single family detached unit in a fair and nondiscriminating manner, and (iii) shall otherwise administer and enforce the covenants, conditions and restrictions of this Declaration, in such a manner as shall recognize and give effect to the difference in the Lots improved with a single family detached unit and the Lots improved with a single family attached unit.

Section 3. Owner's Obligations to Repair. Except for those portions of each Lot and the Properties which the Association is required to maintain or repair hereunder, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the Improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure

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of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Section 4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof (including but not limited to the maintenance and repair of swimming pools and fences owned by any such Owner), such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association.

Added

Section 5. Rights of Owners of Detached Dwelling. Notwithstanding any provision herein contained to the contrary, the Owners of Lots improved with a single family detached unit may by a vote of a majority of the then Owners of Lots improved with a single family detached dwelling elect and determine to permit assessments and charges for garbage pickup services for Lots improved with a single family detached unit and exterior maintenance on each Lot improved with a single family detached unit (as provided in Section 1(a) and (b) for Lots improved with a single family attached unit) to be paid for out of the maintenance fund; provided, that the amount of then existing assessments for Lots improved with a single family detached unit, as provided in Article V hereof, shall be increased to the amount of the then existing assessments for Lots improved with a single family attached unit, as provided in Article V hereof.

ARTICLE VII

USE OF LOTS AND COMMON PROPERTIES - PROTECTIVE COVENANTS

The Properties (and each Lot situated therein) and the Common Properties shall be occupied and used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for residential purposes (whether single or multi-family), and garages, carports, and parking spaces shall be used exclusively for the parking of passenger automobiles, other than automobiles with racing stripes or numbers painted thereon. No automobiles with racing stripes or numbers painted thereon and no planes, trailers, boats, campers, abandoned cars or trucks shall be parked or housed in garages, carports, and parking spaces, except as otherwise provided in Section 11 of this Article.

Section 2. Obstructions, Etc. There shall be no obstruction of the Common Properties, nor shall anything be kept or stored in the Common Properties, nor shall anything be altered, or constructed or planted in, or removed from the Common Properties, without the written consent of the Board.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Properties which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

Section 4. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Properties, without the prior consent of the Board, except signs temporarily used by Declarant in the development, sale or leasing of Lots.

Section 5. Nuisances. Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any home, unless such attachments shall have been first submitted to and approved by the Architectural Control Committee hereinafter provided.

Section 7. Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent that the damage shall not be covered by insurance.

Section 8. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

Section 9. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

Section 10. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers.

Section 11. Boats. Neither a motorboat, houseboat or other similar water-borne vehicle nor any "camper" vehicle may be maintained, stored or kept on any parcel of property covered by these covenants, except in areas specifically designated by the Board of Directors. Any vehicle or other item which may not be parked or housed in any garage, carport or parking space may be parked or housed in any area specifically designated by the Board of Directors for such purpose. The Board of Directors may prescribe fees for storing, parking or housing any vehicle, boat, or other item of personal property in any area specifically designated by the Board of Directors for such purpose.

Added

Section 12. Drainage and Maintenance. Each Owner shall not alter or change the drainage or seepage on, over and across, nor the grade of, his Lot by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage. Each Owner shall not obstruct or in any way prevent other Owners from exercising their rights of ingress and egress over and upon his Lot for the maintenance and repair of such other Owners' Lots, as provided in Article IX, Section 5.

ARTICLE VIII

Modified

ARCHITECTURAL CONTROL

Anything contained in the foregoing Article VII of this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Properties nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any swimming pools or other improvements, shall be commenced, erected or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee (hereinafter called the "Committee") appointed by the Board of Directors of the Association, and (2) the final plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Committee, or by the Board of Directors; provided, however, that the provisions of this Article VIII shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant, and provided, further, that the Committee shall consider and take into account the differences between the Lots improved with a single family attached unit and the Lots improved with a single family detached unit. A copy of the approved plans and drawings shall be furnished by the Owner to the Committee and retained by the Committee. In the event the Committee, or the Board of Directors, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Committee nor the Board of Directors shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article.

ARTICLE IX

EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas, street lighting and television cables) and drainage facilities and floodway easements over, under and across the Properties are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under, and across the Properties. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to in this Section shall have been installed or otherwise located on the Properties, Declarant will by written instrument recorded in the Deed Records of Harris County, Texas define the exact location of each such easement and will release the remainder of the Properties from the provisions of this Section. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easement provided for therein in accordance with its terms and conditions, notwithstanding that the utility company affected may not have executed such instrument.

Section 2. Overhang Easements. Declarant hereby reserves for itself and each Owner an easement and right of overhang to overhang each Lot in the Properties with the roof of any home to be constructed on the Properties by Declarant as any such roof is originally constructed by Declarant, but not otherwise.

Section 3. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance

and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

Modified

Section 4. Underground Electric Distribution System. An underground electric distribution system has been installed to service the Lots. The Owner of each Lot shall, at his own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the property subject to this Declaration is being developed for single family dwellings of the usual and customary type, constructed upon the premises, designated to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchaser. Therefore, should the plans of Lot Owners be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Declarant has paid to the company an amount representing the excess in cost, for the entire property subject to this Declaration of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the company the sum of (1) \$1.00 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

Added

Section 5. Ingress and Egress by Owners. Each Owner shall have the right of ingress and egress at all times over and upon each adjoining Lot for the maintenance and repair of each such Owner's Lot; provided, that any entry by each such Owner upon any such adjoining Lot shall be made with as minimum inconvenience to the Owner of each such adjoining Lot as practical, and any damage caused thereby shall be repaired by each such entering Owner at his expense.

ARTICLE X

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the Owners under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land and subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Association has been recorded, agreeing to amend said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change.

Section 2. Amendments. Except as provided in Section 1 of this Article and in Section 2(b) of Article II, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of a majority of the Class A Members and a majority of the Class B Members, if abolished, amended and/or changed during the first twenty (20) year period of this Declaration, and thereafter only with the consent of seventy-five per cent (75%) of the Members, and in each case such amendment shall be evidenced by a document in writing bearing such of their signatures. All amendments, if any, shall be recorded in the office of the County Clerk of Harris County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

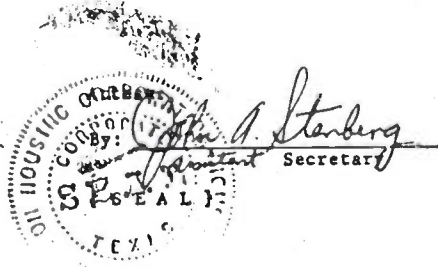
Section 6. Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Raldon Housing Corporation - Houston, being the Declarant herein, has caused this instrument to be executed in its name and on its behalf and its corporate seal to be affixed hereunto by officers duly authorized thereunto this 13 day of MAY, 1976.

DECLARANT:

RALDON HOUSING CORPORATION - HOUSTON

By: Michael S. Marix
Michael S. Marix, President

RECORDER'S MEMORANDUM:
This page is not satisfactory for photographic
recording due to carbon or photo copy, dis-
colored paper, etc., or due to illegibility. All
black-outs, additions and changes were present
at time instrument was filed and recorded.

STATE OF TEXAS I
 I
COUNTY OF HARRIS I

141-03-0118

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day, personally appeared MICHAEL S. MARIX, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said RALDON HOUSING CORPORATION - HOUSTON, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14TH day of May, 1974.



Bonnie McMurry
Notary Public in and for Harris County, Texas

My Commission Expires:
MARCH 1, 1977

Return To:

John A. Stenberg
Raldon Housing Corporation - Houston
9000 Southwest Freeway Suite 100
Houston, Texas 77074

ANNEX "I"

DESCRIPTION OF REAL PROPERTY

for the

141-03-0119

TWO WORLDS NO. 1

PLANNED UNIT DEVELOPMENT

HARRIS COUNTY, TEXAS

That certain real property described as being portions of Reserve "C" of the Two Worlds No. 1 Subdivision, a plat recorded in Volume 198, Page 15; of the Map Records of Harris County, Texas; said portion of Reserve "C" of the Two Worlds No. 1 Subdivision being more particularly described as follows:

REAL PROPERTY PORTION OF RESERVE "C"

That certain real property described as containing 11.749 acres out of the said Reserve "C", being more fully described by metes and bounds as follows:

BEGINNING at the Southeast corner of the said Reserve "C";

THENCE N 89°38'57" W, along the south line of the said Reserve "C", a distance of 459.73 feet to a point for corner;

THENCE N 00°04'00" W, along the said south line, a distance of 322.50 feet to a point for corner;

THENCE N 89°38'57" W, along the said south line, a distance of 434.30 feet to a point for corner on the west line of the said Reserve "C";

THENCE N 00°04'00" W, along the said west line of Reserve "C", a distance of 569.42 feet to a point for corner on the north line of a Shell Pipe Line Corporation forty (40) foot easement;

THENCE S 69°42'26" E, along the said Shell easement north line, a distance of 947.80 feet to a point for corner on the east line of the said Reserve "C";

THENCE Southerly along the said east line of Reserve "C" with the arc of a 330.00 foot radius curve to the left, a distance of 17.76 feet to a point;

THENCE Southerly along the said east line of Reserve "C" with the arc of a 270.00 foot radius curve to the right, a distance of 41.43 feet to a point;

THENCE S 00°04'00" E, along the said east line, a distance of 509.79 feet to the POINT OF BEGINNING, and containing 11.749 acres, more or less.

DESCRIPTION OF REAL PROPERTY

for the

TWO WORLDS NO. 1

PLANNED UNIT DEVELOPMENT

HARRIS COUNTY, TEXAS

That certain real property described as being a portion of Reserve "D" of the Two Worlds No. 1 Subdivision, a plat recorded in Volume 198, Page 15, of the Map Records of Harris County, Texas; said portion of Reserve "D" of the Two Worlds No. 1 Subdivision being more particularly described as follows:

REAL PROPERTY PORTION OF RESERVE "D"

That certain real property described as containing 8.204 acres out of said Reserve "D", being more fully described by metes and bounds as follows:

BEGINNING at the southeast corner of the said Reserve "D";

THENCE N 89°38'57" W, along the south line of the said Reserve "D", a distance of 820.97 feet to a point for corner;

THENCE N 00°04'00" W, along the west line of the said Reserve "D", a distance of 510.22 feet to a point;

THENCE Northerly along the said west line with the arc of a 330.00 foot radius curve to the left, a distance of 33.39 feet to a point for corner on the north line of a Shell Pipe Line Corporation forty (40) foot easement;

THENCE S 69°42'26" E, along the said Shell easement north line, a distance of 365.58 feet to a point;

THENCE N 89°56'00" E, a distance of 383.09 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 49.36 feet to a point;

THENCE Southerly with the arc of a 213.50 foot radius curve to the right, a distance of 53.70 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 103.72 feet to a point for corner on the east line of the said Reserve "D";

THENCE S 00°04'00" E along the said east line of Reserve "D", a distance of 321.84 feet to the POINT OF BEGINNING, and containing 8.204 acres, more or less.

EXHIBIT "B"

141-03-0121

DESCRIPTION OF COMMON AREA

for the

TWO WORLDS NO. 1

PLANNED UNIT DEVELOPMENT

HARRIS COUNTY, TEXAS

That certain "common area" described as being a portion of Reserve "D" of the Two Worlds No. 1 Subdivision, a plat recorded in Volume 198, Page 15, of the Map Records of Harris County, Texas; SAVE AND EXCEPT Six (6) Blocks, containing Seventy-four (74) Tracts, out of the above mentioned portion of said Reserve "D"; said portion of Reserve "D" of the Two Worlds No. 1 Subdivision being more particularly described as follows:

That certain common area described as containing 8.204 acres out of said Reserve "D", less Blocks One thru Six hereinafter described as containing 4.312 acres, for a net of 3.892 acres; said 8.204 acres being more fully described by metes and bounds as follows:

BEGINNING at the southeast corner of the said Reserve "D";

THENCE N 89°38'57" W, along the south line of the said Reserve "D", a distance of 820.97 feet to a point for corner;

THENCE N 00°04'00" W, along the west line of the said Reserve "D", a distance of 510.22 feet to a point;

THENCE Northerly along the said west line with the arc of a 330.00 foot radius curve to the left, a distance of 35.39 feet to a point for corner on the north line of a Shell Pipe Line Corporation forty (40) foot easement;

THENCE S 69°42'26" E, along the said Shell easement north line, a distance of 365.58 feet to a point;

THENCE N 89°56'00" E, a distance of 383.09 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 49.36 feet to a point;

THENCE Southerly with the arc of a 213.50 foot radius curve to the right, a distance of 53.70 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 103.72 feet to a point for corner on the east line of the said Reserve "D";

THENCE S 00°04'00" E along the said East line of Reserve "D", a distance of 321.84 feet to the POINT OF BEGINNING, and containing 8.204 acres, more or less.

Said Blocks One (1) through Six (6) out of the above described portion of Reserve "D" being more particularly described by metes and bounds as follows:

141-03-0122

BLOCK ONE

That certain block of land described as COMMENCING at the Southeast corner of Reserve D of said Subdivision;

THENCE N 00°04'00" W, along the East line of said Reserve D, a distance of 126.50 feet to the POINT OF BEGINNING of the herein described block;

THENCE S 89°56'00" W, a distance of 114.95 feet to a point for the Southwest corner of the herein described block;

THENCE N 00°04'00" W, a distance of 65.00 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 114.95 feet to a point for the Northeast corner of the herein described block, on the said east line of Reserve "D";

THENCE S 00°04'00" E along the said East line of Reserve D, a distance of 65.00 feet to the POINT OF BEGINNING of the herein described block, and containing 0.172 acres, more or less.

BLOCK TWO

That certain block of land described as COMMENCING at the Southeast corner of Reserve D of said Subdivision;

THENCE N 00°04'00" W along the East line of said Reserve D, a distance of 126.50 feet to a point;

THENCE S 89°56'00" W, a distance of 141.95 feet to the POINT OF BEGINNING of the herein described block;

THENCE S 89°56'00" W, a distance of 153.00 feet to the Southwest corner of the herein described block;

THENCE N 00°04'00" W, a distance of 130.00 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 153.00 feet to a point for the Northeast corner of the herein described block;

THENCE S 00°04'00" E, a distance of 130.00 feet to the POINT OF BEGINNING of the herein described block, and containing 0.457 acres, more or less.

BLOCK THREE

That certain block of land described as COMMENCING at the Southeast corner of Reserve D of said Subdivision;

THENCE N 00°04'00" W along the East line of said Reserve D, a distance of 126.50 feet to a point;

THENCE S 89°56'00" W, a distance of 321.95 feet to the POINT OF BEGINNING of the herein described block;

THENCE S 89°56'00" W, a distance of 153.00 feet to the Southwest corner of the herein described block;

THENCE N 00°04'00" W, a distance of 130.00 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 153.00 feet to a point for the Northeast corner of the herein described block;

THENCE S 00°04'00" E, a distance of 130.00 feet to the POINT OF BEGINNING of the herein described block, and containing 0.457 acres, more or less.

BLOCK FOUR

141-03-0123

That certain block of land described as COMMENCING at the Southeast corner of Reserve D of said Subdivision;

THENCE N 89°38'57" W along the South line of said Reserve D, a distance of 36.95 feet to the POINT OF BEGINNING of the herein described block;

THENCE N 89°38'57" W, a distance of 784.00 feet to a point for the Southwest corner of the herein described block;

THENCE N 00°04'00" W, a distance of 79.52 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 784.00 feet to a point for the Northeast corner of the herein described block;

THENCE S 00°04'00" E, a distance of 85.23 feet to the POINT OF BEGINNING of the herein described block, and containing 1.483 acres, more or less.

BLOCK FIVE

That certain block of land described as COMMENCING at the Southeast corner of Reserve D of said Subdivision;

THENCE N 00°04'00" W along the East line of said Reserve D, a distance of 126.50 feet to a point;

THENCE S 89°56'00" W, a distance of 501.95 feet to the POINT OF BEGINNING of the herein described block;

THENCE S 89°56'00" W, a distance of 153.00 feet to the Southwest corner of the herein described block;

THENCE N 00°04'00" W, a distance of 260.00 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance 153.00 feet to a point for the Northeast corner of the herein described block;

THENCE S 00°04'00" E, a distance of 260.00 feet to the POINT OF BEGINNING of the herein described block, and containing 0.913 acres, more or less.

BLOCK SIX

That certain block of land described as COMMENCING at the Southeast corner of Reserve D of said Subdivision;

THENCE N 00°04'00" W along the East line of said Reserve D, a distance of 126.50 feet to a point;

THENCE S 89°56'00" W, a distance of 681.95 feet to the POINT OF BEGINNING of the herein described block;

THENCE S 89°56'00" W, a distance of 139.00 feet to the Southwest corner of the herein described block;

THENCE N 00°04'00" W, a distance of 260.00 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 139.00 feet to a point for the Northeast corner of the herein described block;

THENCE S 00°04'00" E, a distance of 260.00 feet to the POINT OF BEGINNING of the herein described block, and containing 0.830 acres, more or less.

DESCRIPTION OF COMMON AREA

for the

141-03-0124

TWO WORLDS NO. 1

PLANNED UNIT DEVELOPMENT

HARRIS COUNTY, TEXAS

(Revised April 14, 1976)

That certain "common area" described as being portions of Reserve "C" of the Two Worlds No. 1 Subdivision, a plat recorded in Volume 198, Page 15, of the Map Records of Harris County, Texas; SAVE AND EXCEPT Seven (7) Blocks out of the above mentioned portions of said Reserve "C"; said portions of Reserve "C" of the Two Worlds No. 1 Subdivision being more particularly described as follows:

COMMON AREA PORTION OF RESERVE "C"

That certain common area described as containing 11.749 acres out of the said Reserve "C", less Blocks Seven through Thirteen hereinafter described as containing 7.267 acres, for a net of 4.482 acres; said 11.749 acres being more fully described by metes and bounds as follows:

BEGINNING at the Southeast corner of the said Reserve "C";

THENCE N 89°38'57" W, along the south line of the said Reserve "C", a distance of 459.73 feet to a point for corner;

THENCE N 00°04'00" W, along the said south line, a distance of 322.50 feet to a point for corner;

THENCE N 89°38'57" W, along the said south line, a distance of 434.30 feet to a point for corner on the west line of the said Reserve "C";

THENCE N 00°04'00" W, along the said west line of Reserve "C", a distance of 569.42 feet to a point for corner on the north line of a Shell Pipe Line Corporation forty (40) foot easement;

THENCE S 69°42'26" E, along the said Shell easement north line, a distance of 947.80 feet to a point for corner on the east line of the said Reserve "C";

THENCE Southerly along the said east line of Reserve "C" with the arc of a 330.00 foot radius curve to the left, a distance of 17.76 feet to a point;

THENCE Southerly along the said east line of Reserve "C" with the arc of a 270.00 foot radius curve to the right, a distance of 41.43 feet to a point;

THENCE S 00°04'00" E, along the said east line, a distance of 509.79 feet to the POINT OF BEGINNING, and containing 11.749 acres, more or less.

Said Blocks Seven (7) through Thirteen (13) out of the above described portions of Reserve "C" being more particularly described by metes and bounds as follows:

BLOCK SEVEN

141-03-0125

That certain block of land described as BEGINNING at the Southeast corner of Reserve C of said Subdivision;

THENCE N 89°38'57" W along the South line of said Reserve C, a distance of 332.00 feet to a point for the Southwest corner of the herein described block;

THENCE N 00°04'00" W, a distance of 64.68 feet to a point for corner;

THENCE S 89°38'57" E, a distance of 3.00 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 19.00 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 329.00 feet to a point for the Northeast corner of the herein described block;

THENCE S 00°04'00" E, a distance of 86.08 feet to the POINT OF BEGINNING of the herein described block, and containing 0.646 acres, more or less.

BLOCK EIGHT

That certain block of land described as COMMENCING at the Southeast corner of Reserve C of said Subdivision;

THENCE N 00°04'00" W along the East line of said Reserve C, a distance of 113.08 feet to the POINT OF BEGINNING of the herein described block;

THENCE S 89°56'00" W, a distance of 329.00 feet to the Southwest corner of the herein described block;

THENCE N 00°04'00" W, a distance of 15.00 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 24.50 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 25.00 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 48.00 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 40.5 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 329.00 feet to a point for the Northeast corner of the herein described block;

THENCE S 00°04'00" E, a distance of 153.00 feet to the POINT OF BEGINNING of the herein described block, and containing 1.161 acres, more or less.

BLOCK NINE

That certain block of land described as COMMENCING at the Southeast corner of Reserve C of said Subdivision;

THENCE N 00°04'00" W along the East line of said Reserve C, a distance of 293.08 feet to the POINT OF BEGINNING of the herein described block;

BLOCK NINE (Cont'd)

141-03-0126

THENCE S 89°56'00" W, a distance of 329.00 feet to the Southwest corner of the herein described block;

THENCE N 00°04'00" W, a distance of 15.00 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 24.50 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 25.00 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 48.00 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 40.5 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 329.00 feet to a point for the Northeast corner of the herein described block;

THENCE S 00°04'00" E, a distance of 153.00 feet to the POINT OF BEGINNING of the herein described block, and containing 1.161 acres, more or less.

BLOCK TEN

That certain block of land described as BEGINNING at the Southwest corner of Reserve C of said Subdivision;

THENCE N 00°04'00" W, along the West line of said Reserve C, a distance of 89.00 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 497.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 79.66 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 26.5 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 335.65 feet to a point for the Southeast corner of the herein described block;

THENCE N 89°38'57" W, a distance of 89.72 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 322.50 feet to a point for corner;

THENCE N 89°38'57" W, a distance of 434.30 feet to the POINT OF BEGINNING of the herein described block, and containing 1.709 acres, more or less.

BLOCK ELEVEN

That certain block of land described as COMMENCING at the Southwest corner of Reserve C of said Subdivision;

THENCE N 00°04'00" W along the West line of said Reserve C, a distance of 116.00 feet to a point;

THENCE N 89°56'00" E, a distance of 127.50 feet to the POINT OF BEGINNING of the herein described block;

THENCE N 00°04'00" W, a distance of 15.00 feet to the point for corner;

THENCE S 89°56'00" W, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 24.5 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 3.50 feet to a point for corner;

THENCE S 00°04'00" W, a distance of 23.5 feet to a point for corner;

BLOCK ELEVEN (Cont'd)

141-03-0127

THENCE S 89°56'00" W, a distance of 3.5 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 26.83 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 3.5 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 58.17 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 390.00 feet to a point for the Northeast corner of the herein described block;

THENCE S 00°04'00" E, a distance of 15.00 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 3.5 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 24.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 3.5 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 28.5 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 3.5 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 29.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 3.5 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 55.5 feet to a point for the Southeast corner of the herein described block;

THENCE S 89°56'00" W, a distance of 390.00 feet to the POINT OF BEGINNING of the herein described block, and containing 1.378 acres, more or less.

BLOCK TWELVE

That certain block of land described as COMMENCING at the Southwest corner of Reserve C of said Subdivision, and further described as being two in two separate parcels of land divided by a common area.

THENCE N 00°04'00" W along the West line of said Reserve C, a distance of 102.50 feet to a point;

THENCE N 89°56'00" E, a distance of 113.50 feet to a point;

THENCE N 00°04'00" W, a distance of 280.00 feet to the POINT OF BEGINNING of the herein described block, and further identified as being the most northerly parcel of this block;

THENCE N 00°04'00" E, a distance of 56.48 feet to a point;

THENCE Northerly along the arc of a 186.50 foot radius curve to the right, a distance of 8.52 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 76.31 feet to a point;

THENCE S 00°04'00" E, a distance of 65.00 feet to a point;

THENCE S 89°56'00" W, a distance of 76.50 feet to the POINT OF BEGINNING for the southwest corner of the most northerly parcel of the herein described block, this parcel containing 0.114 acres, more or less.

THENCE COMMENCING at said southwest corner of the northerly portion of the herein described block;

THENCE N 89°56'00" W, a distance of 26.50 feet to a point.

THENCE S 00°04'00" E, a distance of 10.00 feet to the POINT OF BEGINNING of the southerly parcel of the Block herein described and further described as being the northwest corner of said southerly parcel.

BLOCK TWELVE (Cont'd)

141-03-0128

THENCE N 89°56'00" E, a distance of 263.50 feet to a point for the northeast corner of this parcel;

THENCE S 00°04'00" E, a distance of 37.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 6.00 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 39.00 feet to a point for the southeast corner of this parcel;

THENCE S 89°56'00" W, a distance of 254.00 feet to a point for the southwest corner of this parcel;

THENCE N 00°04'00" W, a distance of 15.00 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 24.50 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 28.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 3.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 8.50 feet to the POINT OF BEGINNING and the northwest corner of this parcel, and containing 0.454 acres, more or less. Block 12, North Parcel containing 0.114 acres more or less and 0.454 acres in the South Parcel give a total acreage of 0.568 acres more or less in the herein described Block 12.

BLOCK THIRTEEN

That certain block of land described as COMMENCING at the Southwest corner of Reserve C of said Subdivision;

THENCE N 00°04'00" W along the West line of said Reserve C, a distance of 130.00 feet to the POINT OF BEGINNING of the herein described block;

THENCE N 00°04'00" W along the said West line of Reserve C, a distance of 328.50 feet to a point for the Northwest corner of the herein described block;

THENCE N 89°56'00" E, a distance of 47.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 6.00 feet to a point for corner;

THENCE N 89°56'00" E, a distance of 39.24 feet to a point for the Northeast corner of the herein described block;

THENCE Southerly along the arc of a 213.50 foot radius curve to the left, a distance of 10.02 feet to a point;

THENCE S 00°04'00" E, a distance of 308.98 feet to a point for the Southeast corner of the herein described block;

THENCE S 89°56'00" W, a distance of 15.00 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 3.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 24.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 3.5 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 28.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 3.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 18.50 feet to a POINT OF BEGINNING and for the Southwest corner of herein described block, and containing 0.644 acres, more or less.

141-03-0129

EXHIBIT "C"

DESCRIPTION OF LOTS

for the

TWO WORLDS NO. 1

PLANNED UNIT DEVELOPMENT

HARRIS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTIONS FOR
ALL LOTS WITHIN
BLOCK ONE OF
PHASE ONE OF
TWO WORLDS NO. 1 PLANNED UNIT DEVELOPMENT
HARRIS COUNTY, TEXAS
October 25, 1973

141-03-0130

Being two (2) lots out of Reserve "D" of Two Worlds No. 1 Subdivision according to the map as recorded in Volume 198, Page 15, of the Map Records of Harris County, Texas; said lots also being out of Block No. 1 hereinbefore described in Exhibit "B", and being more particularly described by metes and bounds as follows:

LOT 1

BEGINNING at the northwest corner of said Block No. 1;

THENCE N 89°56'00" E along the north line of said Block No. 1, a distance of 114.95 feet to a point for the northeast corner of said Block No. 1;

THENCE S 00°04'00" E along the east line of said Block No. 1, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 114.95 feet to a point for corner on the west line of the said Block No. 1;

THENCE N 00°04'00" W along the said West line of Block No. 1, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 2

COMMENCING at the northwest corner of said Block No. 1;

THENCE S 00°04'00" E along the west line of said Block No. 1, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 114.95 feet to a point for corner on the east line of said Block No. 1;

THENCE S 00°04'00" E along the east line of said Block No. 1, a distance of 32.50 feet to a point for the southeast corner of the said Block No. 1;

THENCE S 89°56'00" W along the south line of said Block No. 1, a distance of 114.95 feet to a point for the southwest corner of said Block No. 1;

THENCE N 00°04'00" W along the west line of said Block No. 1, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

METES AND BOUNDS DESCRIPTIONS FOR
ALL LOTS WITHIN
BLOCK TWO OF
PHASE ONE OF
TWO WORLDS NO. 1 PLANNED UNIT DEVELOPMENT
HARRIS COUNTY, TEXAS
October 25, 1973

141-03-0131

Being eight (8) lots out of Reserve "D" of Two Worlds No. 1 Subdivision according to the map as recorded in Volume 198, Page 15, of the Map Records of Harris County, Texas; said lots also being out of Block No. 2 hereinbefore described in Exhibit "B", and being more particularly described by metes and bounds as follows:

LOT 1

COMMENCING at the northwest corner of said Block No. 2;

THENCE N 89°56'00" E along the north line of said Block No. 2, a distance of 76.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 2, a distance of 76.50 feet to the northeast corner of said Block No. 2;

THENCE S 00°04'00" E along the east line of said Block No. 2, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 2

COMMENCING at the northwest corner of said Block No. 2;

THENCE N 89°56'00" E along the north line of said Block No. 2, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 2;

THENCE S 00°04'00" E along the east line of said Block No. 2, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 3

COMMENCING at the northwest corner of said Block No. 2;

THENCE N 89°56'00" E along the north line of said Block No. 2, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 65.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 2;

THENCE S 00°04'00" E along the east line of said Block No. 2, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 4

COMMENCING at the northwest corner of said Block No. 2;

THENCE N 89°56'00" E along the north line of said Block No. 2, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 97.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 2;

THENCE S 00°04'00" E along the east line of said Block No. 2, a distance of 32.50 feet to the southeast corner of said Block No. 2;

THENCE S 89°56'00" W along the south line of said Block No. 2, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 5

COMMENCING at the northwest corner of Block No. 2;

THENCE S 00°04'00" E along the west line of said Block No. 2, a distance of 97.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner on the south line of said Block No. 2;

THENCE S 89°56'00" W along the south line of said Block No. 2, a distance of 76.50 feet to the southwest corner of said Block No. 2;

THENCE N 00°04'00" W along the west line of said Block No. 2, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 6

COMMENCING at the northwest corner of Block No. 2;

THENCE S 00°04'00" E along the west line of said Block No. 2, a distance of 65.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the west line of said Block No. 2;

THENCE N 00°04'00" west along the west line of said Block No. 2, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 7

COMMENCING at the northwest corner of Block No. 2;

THENCE S 00°04'00" E along the west line of said Block No. 2, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the west line of said Block No. 2;

THENCE N 00°04'00" W along the west line of said Block No. 2, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 8

BEGINNING at the northwest corner of said Block No. 2;

THENCE N 89°56'00" E along the north line of said Block No. 2, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the west line of said Block No. 2;

THENCE N 00°04'00" W along the west line of said Block No. 2, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

METES AND BOUNDS DESCRIPTIONS FOR
ALL LOTS WITHIN
BLOCK THREE OF
PHASE ONE OF
TWO WORLDS NO. 1 PLANNED UNIT DEVELOPMENT
HARRIS COUNTY, TEXAS
October 25, 1973

141-03-0134

Being eight (8) lots out of Reserve "D" of Two Worlds No. 1 Subdivision according to the map as recorded in Volume 198, Page 15, of the Map Records of Harris County, Texas; said lots also being out of Block No. 3 hereinbefore described in Exhibit "B", and being more particularly described by metes and bounds as follows:

LOT 1

COMMENCING at the northwest corner of said Block No. 3;

THENCE N 89°56'00" E along the north line of said Block No. 3, a distance of 76.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 3, a distance of 76.50 feet to the northeast corner of said Block No. 3;

THENCE S 00°04'00" E along the east line of said Block No. 3, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 2

COMMENCING at the northwest corner of said Block No. 3;

THENCE N 89°56'00" E along the north line of said Block No. 3, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 3;

THENCE S 00°04'00" E along the east line of said Block No. 3, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 3

COMMENCING at the northwest corner of said Block No. 3;

THENCE N 89°56'00" E along the north line of said Block No. 3, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 65.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 3;

THENCE S 00°04'00" E along the east line of said Block No. 3, a distance of 32.50 feet to a point for corner;

141-03-0135

THENCE S 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 4

COMMENCING at the northwest corner of said Block No. 3;

THENCE N 89°56'00" E along the north line of said Block No. 3, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 97.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 3;

THENCE S 00°04'00" E along the east line of said Block No. 3, a distance of 32.50 feet to the southeast corner of said Block No. 3;

THENCE S 89°56'00" W along the south line of said Block No. 3, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 5

COMMENCING at the northwest corner of Block No. 3;

THENCE S 00°04'00" E along the west line of said Block No. 3, a distance of 97.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner on the south line of said Block No. 3;

THENCE S 89°56'00" W along the south line of said Block No. 3, a distance of 76.50 feet to the southwest corner of said Block No. 3;

THENCE N 00°04'00" W along the west line of said Block No. 3, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 6

COMMENCING at the northwest corner of Block No. 3;

THENCE S 00°04'00" E along the west line of said Block No. 3, a distance of 65.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to point for corner on the west line of said Block No. 3;

THENCE N 00°04'00" W along the west line of said Block No. 3, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 7

141-03-0136

COMMENCING at the northwest corner of Block No. 3;

THENCE S 00°04'00" E along the west line of said Block No. 3, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the west line of said Block No. 3;

THENCE N 00°04'00" W along the west line of said Block No. 3, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 8

BEGINNING at the northwest corner of said Block No. 3;

THENCE N 89°56'00" E along the north line of said Block No. 3, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the west line of said Block No. 3;

THENCE N 00°04'00" W along the west line of said Block No. 3, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

METES AND BOUNDS DESCRIPTIONS FOR
ALL LOTS WITHIN
BLOCK FOUR OF
PHASE ONE OF
TWO WORLDS NO. 1 PLANNED UNIT DEVELOPMENT
HARRIS COUNTY, TEXAS
October 25, 1973

141-03-0137

Being twenty four (24) lots out of Reserve "D" of Two Worlds No. 1 Subdivision according to the map as recorded in Volume 198, Page 15, of the Map Records of Harris County, Texas; said lots also being out of Block No. 4 hereinbefore described in Exhibit "D", and being more particularly described by metes and bounds as follows:

LOT 1

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 751.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to the northeast corner of said Block No. 4;

THENCE S 00°04'00" E along the east line of said Block No. 4, a distance of 85.23 feet to the southeast corner of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 84.99 feet to the POINT OF BEGINNING of the tract herein described.

LOT 2

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 719.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 84.99 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 84.75 feet to the POINT OF BEGINNING of the tract herein described.

LOT 3

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 686.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 84.75 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 84.52 feet to the POINT OF BEGINNING of the tract herein described.

141-03-0138

LOT 4

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 654.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 84.52 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 84.28 feet to the POINT OF BEGINNING of the tract herein described.

LOT 5

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 621.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 84.28 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 84.04 feet to the POINT OF BEGINNING of the tract herein described.

LOT 6

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 589.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 84.04 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 83.81 feet to the POINT OF BEGINNING of the tract herein described.

LOT 7

COMMENCING at the northwest corner of said Block No. 4;

141-03-0139

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 556.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 83.01 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 83.57 feet to the POINT OF BEGINNING of the tract herein described.

LOT 8

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 524.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 83.57 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 83.33 feet to the POINT OF BEGINNING of the tract herein described.

LOT 9

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 491.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 83.33 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 83.10 feet to the POINT OF BEGINNING of the tract herein described.

LOT 10

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 459.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 83.10 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 82.86 feet to the POINT OF BEGINNING of the tract herein described.

LOT 11

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 426.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 82.86 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 82.62 feet to the POINT OF BEGINNING of the tract herein described.

LOT 12

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 394.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 82.62 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 82.39 feet to the POINT OF BEGINNING of the tract herein described.

LOT 13

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 361.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 82.39 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°30'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 82.15 feet to the POINT OF BEGINNING of the tract herein described.

LOT 14

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 329.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 82.15 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 81.92 feet to the POINT OF BEGINNING of the tract herein described.

LOT 15

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 296.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 81.92 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 81.68 feet to the POINT OF BEGINNING of the tract herein described.

LOT 16

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 264.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 81.68 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 81.44 feet to the POINT OF BEGINNING of the tract herein described.

LOT 17

141-03-0142

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 231.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 81.44 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 81.20 feet to the POINT OF BEGINNING of the tract herein described.

LOT 18

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 199.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 81.20 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 80.97 feet to the POINT OF BEGINNING of the tract herein described.

LOT 19

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 166.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 80.97 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 80.73 feet to the POINT OF BEGINNING of the tract herein described.

LOT 20

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 134.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 80.73 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 80.49 feet to the POINT OF BEGINNING of the tract herein described.

LOT 21

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 101.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 80.49 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 80.26 feet to the POINT OF BEGINNING of the tract herein described.

LOT 22

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 69.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 80.26 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 80.02 feet to the POINT OF BEGINNING of the tract herein described.

LOT 23

COMMENCING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 36.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 80.02 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 32.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 79.78 feet to the POINT OF BEGINNING of the tract herein described.

LOT 24

BEGINNING at the northwest corner of said Block No. 4;

THENCE N 89°56'00" E along the north line of said Block No. 4, a distance of 36.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 79.70 feet to a point for corner on the south line of said Block No. 4;

THENCE N 89°38'57" W along the south line of said Block No. 4, a distance of 36.50 feet to the southwest corner of said Block No. 4;

THENCE N 00°04'00" W along the west line of said Block No. 4, a distance of 79.52 feet to the POINT OF BEGINNING of the tract herein described.

METES AND BOUNDS DESCRIPTIONS FOR
ALL LOTS WITHIN
BLOCK FIVE OF
PHASE ONE OF
TWO WORLDS NO. 1 PLANNED UNIT DEVELOPMENT
HARRIS COUNTY, TEXAS
October 25, 1973

141-03-0145

Being sixteen (16) lots out of Reserve "D" of Two Worlds No. 1 Subdivision according to the map as recorded in Volume 198, Page 15, of the Map Records of Harris County, Texas; said lots also being out of Block No. 5 hereinbefore described in Exhibit "B", and being more particularly described by metes and bounds as follows:

LOT 1

COMMENCING at the northwest corner of said Block No. 5;
THENCE N 89°56'00" E along the north line of said Block No. 5, a distance of 76.50 feet to the POINT OF BEGINNING of the tract herein described;
THENCE N 89°56'00" E along the north line of said Block No. 5, a distance of 76.50 feet to the Northeast corner of said Block No. 5;
THENCE S 00°04'00" E along the east line of said Block No. 5, a distance of 32.50 feet to a point for corner;
THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;
THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 2

COMMENCING at the northwest corner of said Block No. 5;
THENCE N 89°56'00" E along the north line of said Block No. 5, a distance of 76.50 feet to a point;
THENCE S 00°04'00" E, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;
THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 5;
THENCE S 00°04'00" E along the east line of said Block No. 5, a distance of 32.50 feet to a point for corner;
THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;
THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 3

COMMENCING at the northwest corner of said Block No. 5;
THENCE N 89°56'00" E along the northline of said Block No. 5, a distance of 76.50 feet to a point;
THENCE S 00°04'00" E, a distance of 65.00 feet to the POINT OF BEGINNING of the tract herein described;
THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 5;
THENCE S 00°04'00" E along the east line of said Block No. 5, a distance of 32.50 feet to a point for corner;
THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

141-03-0146

LOT 4

COMMENCING at the northwest corner of said Block No. 5;

THENCE N 89°56'00" E along the north line of said Block No. 5, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 97.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 5;

THENCE S 00°04'00" E along the east line of said Block No. 5, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 5

COMMENCING at the northwest corner of said Block No. 5;

THENCE N 89°56'00" E along the north line of said Block No. 5, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 130.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 5;

THENCE S 00°04'00" E along the east line of said Block No. 5, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 6

COMMENCING at the northwest corner of said Block No. 5;

THENCE N 89°56'00" E along the north line of said Block No. 5, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 162.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 5;

THENCE S 00°04'00" E along the east line of said Block No. 5, a distance of 32.50 feet to a point for corner;

THENCE S 89° 56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 7

141-03-0147

COMMENCING at the northwest corner of said Block No. 5;

THENCE N 89°56'00" E along the north line of said Block No. 5, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 195.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 5;

THENCE S 00°04'00" E along the east line of said Block No. 5, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

LOT 8

COMMENCING at the northwest corner of said Block No. 5;

THENCE N 89°56'00" E along the north line of said Block No. 5, a distance of 76.50 feet to a point;

THENCE S 00°04'00" E, a distance of 227.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 5;

THENCE S 00°04'00" E along the east line of said Block No. 5, a distance of 32.50 feet to a point for southeast corner of said Block No. 5;

THENCE S 89°56'00" W along the south line of said Block No. 5, a distance of 76.50 feet to a point for corner;

THENCE N 00°04'00" W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 9

COMMENCING at the northwest corner of Block No. 5;

THENCE S 00°04'00" E along the west line of said Block No. 5, a distance of 227.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner on the south line of said Block No. 5;

THENCE S 89°56'00" W along the south line of said Block No. 5, a distance of 76.50 feet to a point for southwest corner of said Block No. 5;

THENCE N 00°04'00" W along the West Line of said Block No. 5, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 10

141-03-0148

COMMENCING at the northwest corner of Block No. 5;

THENCE S 00°04'00" E along the West line of said Block No. 5, a distance of 195.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the West line of said Block No. 5;

THENCE N 00°04'00" W along the West line of said Block No. 5, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 11

COMMENCING at the northwest corner of Block No. 5;

THENCE S 00°04'00" E along the West line of said Block No. 5, a distance of 162.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the West line of said Block No. 5;

THENCE N 00°04'00" W along the West line of said block No. 5, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

LOT 12

COMMENCING at the northwest corner of Block No. 5;

THENCE S 00°04'00" E along the West line of said Block No. 5, a distance of 130.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the West line of said Block No. 5;

THENCE N 00°04'00" W along the West line of said Block No. 5, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 13

COMMENCING at the northwest corner of Block No. 5;

THENCE S 00°04'00" E along the West line of said Block No. 5, a distance of 97.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the West line of said Block No. 5;

THENCE N 00°04'00" W along the West line of said Block No. 5, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 14

141-03-0149

COMMENCING at the northwest corner of Block No. 5;

THENCE S 00°04'00" E along the West line of said Block No. 5, a distance of 65.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the West line of said Block No. 5;

THENCE N 00°04'00" W along the West line of said Block No. 5, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 15

COMMENCING at the northwest corner of Block No. 5;

THENCE S 00°04'00" E along the West line of said Block No. 5, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 89°56'00" E, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the West line of said Block No. 5;

THENCE N 00°04'00" W along the West line of said Block No. 5, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described,

LOT 16

BEGINNING at the northwest corner of said Block No. 5;

THENCE N 89°56'00" E along the north line of said Block No. 5, a distance of 76.50 feet to a point for corner;

THENCE S 00°04'00" E, a distance of 32.50 feet to a point for corner;

THENCE S 89°56'00" W, a distance of 76.50 feet to a point for corner on the West line of said Block No. 5;

THENCE N 00°04'00" W along the West line of said Block No. 5, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

METES AND BOUNDS DESCRIPTIONS FOR
ALL LOTS WITHIN
BLOCK SIX OF
PHASE ONE OF
TWO WORLDS NO. 1 PLANNED UNIT DEVELOPMENT
HARRIS COUNTY, TEXAS
October 25, 1973

Being sixteen (16) lots out of Reserve "D" of Two Worlds No. 1 Subdivision according to the map as recorded in Volume 198, Page 15, of the Map Records of Harris County, Texas; said lots also being out of Block No. 6 hereinbefore described in Exhibit "B", and being more particularly described by metes and bounds as follows:

LOT 1

COMMENCING at the northwest corner of said Block No. 6;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 62.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 76.50 feet to the northeast corner of said Block No. 6;

THENCE S00°04'00"E along the east line of said Block No. 6, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 76.50 feet to a point for corner;

THENCE N00°04'00"W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 2

COMMENCING at the northwest corner of said Block No. 6;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 62.50 feet to a point;

THENCE S00°04'00"E, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 6;

THENCE S00°04'00"E along the east line of said Block No. 6, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 76.50 feet to a point for corner;

THENCE N00°04'00"W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 3

COMMENCING at the northwest corner of said Block No. 6;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 62.50 feet to a point;

THENCE S00°04'00"E, a distance of 65.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 6;

THENCE S00°04'00"E along the east line of said Block No. 6, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 76.50 feet to a point for corner;

THENCE N00°04'00"W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 4

COMMENCING at the northwest corner of said Block No. 6;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 62.50 feet to a point;

THENCE S00°04'00"E, a distance of 97.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 6;

THENCE S00°04'00"E along the east line of said Block No. 6, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 76.50 feet to a point for corner;

THENCE N00°04'00"W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 5

COMMENCING at the northwest corner of said Block No. 6;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 62.50 feet to a point;

THENCE S00°04'00"E, a distance of 130.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 6;

THENCE S00°04'00"E along the east line of said Block No. 6, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 76.50 feet to a point for corner;

THENCE N00°04'00"W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 6

COMMENCING at the northwest corner of said Block No. 6;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 62.50 feet to a point;

THENCE S00°04'00"E, a distance of 162.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 6;

THENCE S00°04'00"E along the east line of said Block No. 6, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 76.50 feet to a point for corner;

THENCE N00°04'00"W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 7

COMMENCING at the northwest corner of said Block No. 6;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 62.50 feet to a point;

THENCE S00°04'00"E, a distance of 195.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 6;

THENCE S00°04'00"E, along the east line of said Block No. 6, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 76.50 feet to a point for corner;

THENCE N00°04'00"W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 8

COMMENCING at the northwest corner of said Block No. 6;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 62.50 feet to a point;

THENCE S00°04'00"E, a distance of 227.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 76.50 feet to a point for corner on the east line of said Block No. 6;

THENCE S00°04'00"E along the east line of said Block No. 6, a distance of 32.50 feet to a point for southeast corner of said Block No. 6;

THENCE S89°56'00"W along the south line of said Block No. 6, a distance of 76.50 feet to a point for corner;

THENCE N00°04'00"W, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 9

COMMENCING at the northwest corner of Block No. 6;

THENCE S00°04'00"E along the west line of said Block No. 6, a distance of 227.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N02°56'00"E, a distance of 62.50 feet to a point for corner;

141-03-0153

THENCE S00°04'00"E, a distance of 32.50 feet to a point for corner on the north line of said Block No. 6;

THENCE S89°56'00"W along the south line of said Block No. 6, a distance of 62.50 feet to a point for southwest corner of said Block No. 6;

THENCE N00°04'00"W along the west line of said Block No. 6, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 10

COMMENCING at the northwest corner of Block No. 6;

THENCE S00°04'00"E along the west line of said Block No. 6, a distance of 195.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 62.50 feet to a point for corner;

THENCE S00°04'00"E, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 62.50 feet to a point for corner on the west line of said Block No. 6;

THENCE N00°04'00"W along the west line of said Block No. 6, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 11

COMMENCING at the northwest corner of Block No. 6;

THENCE S00°04'00"E along the west line of said Block No. 6, a distance of 162.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 62.50 feet to a point for corner;

THENCE S00°04'00"E, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 62.50 feet to a point for corner on the west line of said Block No. 6;

THENCE N00°04'00"W along the west line of said Block No. 6, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 12

COMMENCING at the northwest corner of Block No. 6;

THENCE S00°04'00"E along the west line of said Block No. 6, a distance of 130.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 62.50 feet to a point for corner;

THENCE S00°04'00"E, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 62.50 feet to a point for corner on the west line of said Block No. 6;

THENCE N00°04'00"W along the west line of said Block No. 6, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

141-03-0154

LOT 13

COMMENCING at the northwest corner of Block No. 6;

THENCE S00°04'00"E along the west line of said Block No. 6, a distance of 97.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 62.50 feet to a point for corner;

THENCE S00°04'00"E, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 62.50 feet to a point for corner on the west line of said Block No. 6;

THENCE N00°04'00"W along the west line of said Block No. 6, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 14

COMMENCING at the northwest corner of Block No. 6;

THENCE S00°04'00"E along the west line of said Block No. 6, a distance of 65.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 62.50 feet to a point for corner;

THENCE S00°04'00"E, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 62.50 feet to a point for corner on the west line of said Block No. 6;

THENCE N00°04'00"W along the west line of said Block No. 6, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

LOT 15

COMMENCING at the northwest corner of Block No. 6;

THENCE S00°04'00"E along the west line of said Block No. 6, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N89°56'00"E, a distance of 62.50 feet to a point for corner;

THENCE S00°04'00"E, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 62.50 feet to a point for corner on the west line of said Block No. 6;

THENCE N00°04'00"W along the west line of said Block No. 6, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

141-03-0155

LOT 16

BEGINNING at the northwest corner of said Block No. 6;

THENCE N89°56'00"E along the north line of said Block No. 6, a distance of 62.50 feet to a point for corner;

THENCE S00°04'00"E, a distance of 32.50 feet to a point for corner;

THENCE S89°56'00"W, a distance of 62.50 feet to a point for corner on the west line of said Block No. 6;

THENCE N00°04'00"W along the west line of said Block No. 6, a distance of 32.50 feet to the POINT OF BEGINNING of the tract herein described.

~~Return to:~~

John A. Stenberg
Raldon Housing Corporation - Houston
9000 Southwest Freeway Suite 100
Houston, Texas 77074

141-03-0156

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
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

MAY 17 1976



Robert L. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
MAY 17 10 22 AM '76
COUNTY CLERK
HARRIS COUNTY, TEXAS