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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS**

This Declaration of Covenants, Conditions, and Restrictions and Grant of Easements is made and entered into effective as of February 14, 2008, by and between 402 Main St. Limited Partnership, a Texas limited partnership (the "Parcel A Owner"), Beltway 8 Business Center, LLLP, a Colorado limited liability limited partnership (the "Parcel B Owner"), Antoine Beltway Business Center LLC, a Colorado limited liability company (the "Parcel C Owner"), and Q.A.N. Ventures, L.P., a Texas limited partnership (the "Parcel D Owner"), and Avera Fund, L.P., a Texas limited partnership (the "Parcel E Owner").

**RECITALS:**

- A. The Parcel A Owner is the owner of those certain tracts of land totaling 13.2631 acres situated in Harris County, Texas, more particularly described on the attached Exhibit "A" ("Parcel A").
- B. The Parcel B Owner is the owner of those certain tracts of land totaling 19.4961 acres situated in Harris County, Texas, more particularly described on the attached Exhibit "B" ("Parcel B").
- C. The Parcel C Owner is the owner of that certain 14.9369 acre tract of land situated in Harris County, Texas, more particularly described on the attached Exhibit "C" ("Parcel C").
- D. The Parcel D Owner is the owner of that certain 5.9104 acre tract of land situated in Harris County, Texas, more particularly described on the attached Exhibit "D" ("Parcel D").
- E. The Parcel E Owner is the owner of that certain 16.1035 acre tract of land situated in Harris County, Texas, more particularly described on the attached Exhibit "E" ("Parcel E").
- F. The parties desire to create and carry out a general and uniform plan for the improvement, development, maintenance, use, and continuation of a business park on Parcels A, B, C, D, & E, for the mutual benefit of the owners thereof, on the terms and conditions hereinafter set forth.

**AGREEMENTS:**

NOW, THEREFORE, Parcel A Owner, the Parcel B Owner, the Parcel C Owner, the Parcel D Owner, and the Parcel E Owner, on behalf of themselves and their respective successors and assigns, covenant and agree as follows:

**ARTICLE I**

**DEFINITIONS**

- 1.1 "Annual Maintenance Charge" shall mean the assessment made and levied against each Owner and such Owner's Parcel or Parcels by the Association in accordance with the provisions of this Declaration.
- 1.2 "Applicable Law" shall mean the laws, rules, ordinances, regulations, and orders of the State of Texas or other Governmental Authority.
- 1.3 "ARC" shall mean the Architectural Review Committee consisting of 3 members, one initially appointed by each Declarant and those two members jointly appointing the third member. The Declarants may at any time assign their rights to appoint the ARC to a successor by a written

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instrument filed for record in the Official Records of Real Property of Harris County, Texas. Notwithstanding the foregoing, at such time as neither Parcel A Owner or Parcel B Owner own any parcel or portion of the Property, the term "ARC" shall mean and refer to the Board.

1.4 "Association" shall mean the Antoine Northwest Property Owner's Association, Inc., a Texas non-profit corporation, and the successors and assigns of such corporation.

1.5 "Board" or "Board of Directors" shall mean the Board of Directors of the Association, whether such Board be appointed by Declarants or elected in accordance with the provisions of this Declaration or Bylaws.

1.6 "By-laws" shall mean the By-laws of the Association.

1.7 "Common Driveway(s)" shall mean the driveway(s) and related driveway improvements, paving, curbing, entrances, and exits for motor vehicles access, ingress, and egress on and through the Parcels shown on the Site Plan as a Common Driveway.

1.8 "Control Period" shall mean the period commencing on the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas and ending on the earlier to occur of (i) the date neither Declarant owns any Parcel, or (ii) the date both Declarants record a document in the Official Public Records of Real Property of Harris County, Texas, which references this Declaration and states that the Declarants have assigned their rights under this Declaration to the Association; or (iii) the date both Declarants record a document in the Official Public Records of Real Property of Harris County, Texas, which references this Declaration and states that the Declarants declare this Control Period under this Declaration to be terminated. Each Declarant shall have the right to make such declaration and record such document at any time.

1.9 "Declarants" shall mean 402 Main St. Limited Partnership and Beltway 8 Business Center LLLP together, and each a Declarant, and their successors or assigns, if such successors or assigns are designated in writing as a successor or assignee of the rights set forth herein.

1.10 "Declaration" shall mean this instrument and any amendment hereto.

1.11 "Governmental Authority" shall mean the City of Houston, Harris County, Texas or any other governmental authority having jurisdiction over the Property.

1.12 "Hazardous Substance" shall mean any hazardous or toxic substance or contaminated material including but not limited to asbestos, oil and petroleum products and those substances within the scope of all federal, state and local environmental laws and ordinances, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act and the Superfund Amendment and Reauthorization Act of 1986.

1.13 "Indemnified Parties" shall mean Declarants, ARC, Board, and Association, and their predecessors, successors, assigns, legal representatives, beneficiaries, affiliates, agents, attorneys, and employees.

1.14 "Maintenance Fund" shall mean any accumulation of (i) the Annual Maintenance Charge and (ii) interest, penalties, special assessments, and other sums and revenues collected by the Association pursuant to this Declaration.

1.15 "Majority of the Members" shall mean the majority of those votes entitled to be cast by the Members who are eligible to vote and are present or voting by legitimate proxy at a duly called meeting at which a quorum (as defined in the By-laws) of Members who are eligible to vote are represented.

1.16 "Member" or "Members" shall mean a member or members of the Association.

1.17 "Mortgage" shall mean a security interest, mortgage, deed of trust, or lien instrument granted by an Owner, duly recorded in the Office of the County Clerk of Harris County, Texas and creating a lien or security interest encumbering a Parcel and all improvements thereon.

1.18 "Mortgagee" shall mean the beneficial owner(s) of a Mortgage.

1.19 "Owner" or "Owners" shall mean any person or persons, firm, corporation, or other entity that holds, of record, fee title to a Parcel, but excluding a Mortgagee or the buyer of a Parcel under an executory contract of sale.

1.20 "Parcel" or "Parcels" shall mean each separate platted reserve shown on the Plat, and any subdivision and resubdivision thereof whether or not subject to a further recorded plat.

1.21 "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

1.22 "Plans" shall mean the final construction plans and specifications (including a site plan showing the location of all structures and improvements and the size and location of driveways, walks, parking and storage facilities, fences and screening) for any building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of any Parcel, together with detailed, final plans, specifications and descriptions of the landscaping to be installed thereon, all in form and substance reasonably satisfactory to the Board, and prepared in conformity with the applicable provisions of this Declaration.

1.23 "Plat" shall mean the Plat of Antoine Northwest, Section One, recorded under Harris County Film Code No. 20070698816 and CCD-Design Eight Limited Subdivision, recorded under Harris County Film Code No. F53204 as the same may be amended.

1.24 "Property" shall mean Parcel A, Parcel B, Parcel C, Parcel D and Parcel E.

1.25 "Restrictions" shall mean the covenants, conditions, easements, reservations and stipulations that shall be applicable and govern the improvement, use, occupancy, and conveyance of all the Parcels as set forth in this Declaration or any amendment thereto.

1.26 "Roads" shall mean the public dedicated streets located adjacent to the Property, but specifically excluding Marshwood Road.

1.27 "Rules and Regulations" shall mean rules adopted and/or amended from time to time by the Board concerning the management and administration of the Property for the use, benefit and enjoyment of the Owners.

1.28 "Shared Use Facilities" shall mean the Water Detention and Drainage Facilities and any other facility designated as a Shared Use Facility by the Declarants.

1.29 "Site Plan" shall mean that site plan of the Property attached hereto as Exhibit "F". Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only, and to the extent of any conflict between the Plat and the Site Plan, the Plat shall control.

1.30 "Water Detention and Drainage Facilities" shall mean the detention pond to be constructed on those certain tracts of land totaling 16.5195 acres described on the attached Exhibit "G" together with all improvements thereon, and as may be constructed on the Property, whether presently existing or hereafter constructed, for the discharge, drainage, use, detention and retention of storm water runoff on the Property in compliance with the requirements of the Governmental Authority, in the manner and in the location indicated on the Site Plan.

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## ARTICLE II

### RESTRICTIONS

2.1 General Restrictions. The Property shall be used only for the uses permitted pursuant to Section 2.2 and in conformity with Applicable Law.

2.2 Permitted Uses. The permitted uses of the Property are any uses permitted by Applicable Law and includes, without limitation, retail, warehousing, office, office service center, light manufacturing, multi-family residential, hotel, motel, and other similar uses, provided such do not constitute a Prohibited Use (as described in Section 2.3 below). The term "light manufacturing" shall mean and refer to any operation or use which is performed or carried out entirely within a building or buildings so designed and constructed that the enclosed operations therein do not cause or produce a nuisance or annoyance to the occupants of an adjoining Parcel, such as vibration, sound, radiation or air, or water pollution.

2.3 Prohibited Uses. No Parcel shall be used for any purpose which is noxious or offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which is dangerous or hazardous by reason of excessive danger of fire or explosion, or for any purpose which may become a nuisance to any other Parcel, or which will be in violation of Applicable Law, or that would unreasonably interfere with the use and occupancy of the Property by other Owners or Permittees. In addition to the foregoing, it is expressly agreed that no part of the Property shall be used, directly or indirectly, for the following purposes: cocktail lounge; bar (a hotel, motel or restaurant constructed on the Property may include a bar or cocktail lounge within its confines); disco; bowling alley; pool hall or billiard parlor; skating or roller rink; amusement arcade; adult book store; adult theater; adult amusement or entertainment facility; cabaret; men's club; selling or displaying pornographic materials; any facility requiring licensing or zoning as a sexually oriented business; second hand store; odd lots; close out or liquidation store; auction house for the sale of new and used motor vehicles and equipment, except for the sale of artwork, literature, and antique and/or classic automobiles; flea market; pipe yard; the outdoor housing or raising of animals; the sale, leasing, or storage of automobiles, boats, or other vehicles; car wash; assembly hall; off-track betting establishment; bingo parlor; any use involving the repair of automobiles, auto body shop, or related use; heavy manufacturing; smelting; rendering; refining; or any other activity which causes or involves excessive emissions of odors, dust, fumes, smoke, or noise. No Owner or Permittee shall engage in any activity within the Property, which has the effect of increasing premiums for any insurance carried by the Association or any other Owner or Permittee.

2.4 Temporary Structures and Trailers. No structure of a temporary character, including trailers, tents, shacks, barns, or other out-buildings shall be permitted on the Property at any time; provided, however, that construction trailers or a temporary structure permitted under Applicable Laws may be used in connection with the construction of improvements on a Parcel.

2.5 Signs. No signs of any kind may be erected on the Property, except for signs identifying the Permittees, Owners, products of such Permittees or Owners, and "For Sale" and "For Lease" signs. Signs are limited to (a) 1 on not more than 2 sides of each building, unless multiple businesses are conducted within the building, in which event there may be 1 sign for each business occupying the interior portion of the building contiguous to such sign, (b) a single management sign on which the sole business or all such businesses, if more than 1, are collectively identified in the open area of each Parcel, and (c) project monument signs which identify tenants of the Property. No sign shall bear any flashing, blinking, or moving lights. No sign shall be erected on top of or extend above a building.

2.6 Outside Storage. No outside storage of any kind will be permitted fronting Antoine Drive or the Beltway 8 Service Road. All outside storage areas or facilities shall be separated from an adjoining Parcel by at least 5 feet and by fencing of at least 6 feet in height composed of galvanized chain link or equal material, and shall be screened from the street by trees, shrubs, or vinyl slats.

2.7 Mineral Exploration. No drilling, digging, quarrying, or mining operation of any sort shall be permitted on the Property.

2.8 Hazardous Materials. Bulk storage of flammable fluids must be maintained underground, in flash proof metal tanks, or protected by earthen fire walls. No effluent containing harmful bacteria, poisonous acids, oils, or other harmful substances shall be permitted to drain or drift beyond the property lines of a Parcel.

2.9 Maintenance. Each Owner of a Parcel and its Permittees shall at all times keep their respective premises, buildings, improvements, and appurtenances in a well-maintained, safe, clean, attractive, and sanitary condition and shall comply with Applicable Law. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic, or masonry material, with sanitary lids or covers. All such containers and other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition and shall be attractively screened from view from the adjoining Parcel and any Road. All rubbish, trash, or garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Any accumulation of trash shall be disposed of immediately by the Owner or Permittee causing same. If, in the opinion of a Declarant, any such Owner or Permittee is failing in this duty and responsibility, then such Declarant may give such Owner or Permittee, or both, notice of such fact, and such Owner or Permittee must, within 10 days of such notice, undertake the care and maintenance required to restore such Owner's or Permittee's Parcel to a safe, clean, and attractive condition. Should any such Owner or Permittee fail to fulfill this duty and responsibility after such notice, then such Declarant shall have the right and power to perform, or have performed, such care and maintenance, including, without limitation, the mowing of any vacant Parcel, and the Owner and Permittee (and or both of them) of the Parcel on which such work is performed by a Declarant shall be liable for the cost of any such work and shall promptly reimburse the Declarant for the cost thereof. Such indebtedness shall bear interest from the date that demand is made by the Declarant until paid at the rate of 18% per annum and shall be secured in the same manner as the Annual Maintenance Charge, but in no event shall the interest rate exceed the maximum rate allowed by Applicable Law.

2.10 Parking. The Owner of each Parcel, and its Permittees, shall provide adequate on-site parking areas for employees and customers, paved with concrete, asphalt or other materials approved by the ARC; and none of their respective employees or customers, shall have any right to park on any Roads. Paved parking areas may be constructed in the set back area between a Road and a building provided that (a) no paving will be constructed within 10 feet of a Road except for ingress and egress to such Road, and (b) paved parking areas shall not cover more than 85% of the area between a building and a Road. Parking between a Road and a building shall be solely for automobiles and no parking shall be permitted in such area for trucks or other commercial equipment. All trucks, trailers, and other commercial or industrial vehicle parking areas shall be to the rear and side of the buildings and screened from view of the other Parcels and adjacent Roads. No repair or maintenance work on trucks, trailers, and other vehicles shall be performed on the Property, except in emergency situations, and no such work shall be performed in front of any building.

2.11 Loading Facilities. All dock height openings and loading doors shall be on the rear and sides of the buildings and screened from view of the other Parcels and adjacent Roads, except as otherwise approved in writing by the ARC. With the ARC's prior written consent, dock openings will be permitted on the front of buildings where docks are set back from the property line a distance required by the ARC, in its sole discretion, and visually screened as required by the ARC.

2.12 Firearms and Explosives. The discharge of firearms of any kind or nature in the Property is strictly prohibited and no hunting of wild game or birds of any species by any method is allowed therein. Explosive devices shall not be utilized on any Parcel except with prior written permission from the Declarants.

2.13 Set-Back Lines. The following building setbacks shall affect all buildings constructed on any Parcel after the date of these Declarations, but shall not effect any structure existing on the Property prior to the effective date of this Declaration:

Roads:	25 feet
Side property lines:	10 feet
Rear property lines:	10 feet

2.14 Building Construction. The construction of any and all improvements on a Parcel shall at all times be in strict compliance with the Plans approved by the ARC (if such approval is required), this Declaration, and Applicable Law. Each building to be located on a Parcel shall be constructed with exterior materials of brick veneer, cement plaster, concrete block, concrete tiltwall or glass, or their equivalent. Any concrete block exterior surfaces shall be architecturally treated in a manner acceptable to the ARC. All exterior tilt up concrete walls must be painted unless constructed with decorative aggregate exterior designs. No building shall be covered with sheet or corrugated aluminum, asbestos, metal, iron, or steel, except on the southern and eastern sides of Parcel E. Only new construction materials (except for used brick) may be used in constructing a structure or improvements situated on a Parcel unless otherwise approved in writing by the ARC. Roofs shall be built-up, standing seam metallic, modified bituminous, or single ply membrane. Metallic "R" panel roofs will not be permitted. When a construction material is specified herein, any material may be used in lieu thereof, provided such material is determined by the ARC to be the equivalent of, or better than, such specified material.

2.15 Landscaping. All open unpaved space, including without limitation front and side building set-back areas, shall be contoured with berms and planted and landscaped in a manner meeting the Governmental Authority landscaping standards. A sprinkler system shall be installed in all landscaped areas. Landscaping in accordance with approved Plans, must be completed within 30 days following the initial occupancy of any building or improvement constructed on a Parcel.

2.16 Auxiliary Structures. All water towers, storage tanks, exterior processing equipment, fans, skylights, cooling towers, communication towers and any other similar structures or equipment on a Parcel shall be Architecturally Compatible (as defined below) with the other buildings on the Parcel, or be effectively shielded from view from any public street by an architecturally sound method, including, where appropriate, trees and shrubs; provided however, this provision shall not be applicable to or enforceable against any existing structures currently in place prior to the recording of the Restrictions. As used herein, the term "Architecturally Compatible" shall mean the proposed structure is of the same type, material, and relative size as one or more of then existing structures on the Property, complies with all Applicable Law, and is considered to be of current acceptable technology for such type of structure.

2.17 Storage of Building Material. Without the prior written consent of the ARC, no building material of any kind or character shall be placed or stored upon any Parcel more than 30 days before the construction of a structure or improvement is commenced. All materials permitted to be placed on a Parcel shall be placed within the property lines of the Parcel. At the completion of such building or improvements, any unused materials shall be removed immediately from the Parcel.

2.18 Exempt Property. None of the restrictions contained in Article II shall apply to the Shared Use Facilities.

## ARTICLE III

### APPROVAL OF PLANS

3.1 Approval. No building, structure, or improvement of any kind (including, without limitation, landscaping, exterior lighting, and fences) shall be erected, placed, constructed, maintained, modified, altered, or improved on any Parcel until the Plans have been submitted to and approved in writing by the ARC and by the appropriate Governmental Authority (if required). Notwithstanding the foregoing, a Declarant shall not be required to obtain approval from the ARC as to any matter requiring approval by the ARC with respect to any Parcel owned by such Declarant or by an entity under common control with such Declarant. For the purpose of this section, any entity controlled by The National Realty Group, Inc., or any of its officers, partners, or affiliates is under common control with the Parcel A Owner and any entity controlled by Mountain West Industrial Properties LLC, or any of its officers, partners, or affiliates is under common control with the Parcel B Owner.

3.2 Criteria. In determining whether such Plans shall be approved, the ARC may take into consideration all factors deemed appropriate by the ARC, including, without limitation, the following:

- (a) Compliance with this Declaration;
- (b) Kind and quality of the building materials or improvements and their suitability;
- (c) Kind and quality of the proposed landscaping;
- (d) Harmony, compatibility, and the conformity of the design of such building or improvement with existing and proposed buildings and improvements on the Property and with the design or overall character and aesthetics of the Property;
- (e) Location of such building, improvements, and landscaping within the Parcel on which it will be constructed or placed;
- (f) Square footage;
- (g) Compliance with the Design Standards (hereinafter defined), if any;
- (h) Compliance with the Rules and Regulations; and
- (i) Applicable Law.

3.3 Approval of Plans. The ARC shall approve or disapprove the Plans in accordance with the following procedures:

- (a) Owner shall deliver to the ARC, 2 complete sets of the Plans, together with samples of materials and colors and such other documentation or information as may be deemed pertinent and required by the ARC. The ARC may require submission of additional plans, specifications, or other information prior to approving or disapproving the proposed Plans. Until receipt by the ARC of all required materials in connection with the proposed Plans, the ARC may postpone review of any materials submitted for approval. The submitting Owner shall pay all reasonable costs and expenses incurred by the ARC to review the proposed Plans.
- (b) If the Plans are approved by the ARC, a letter of approval, including a description of qualifications or required modifications, if any, shall be prepared for the countersignature of the Owner. Such approval shall be dated and shall not be effective for construction commenced more than 6 months after such approval. If construction is not commenced within 6 months after such approval, the Owner shall not begin construction of any building

or improvement of any kind until the corresponding Plans have been resubmitted and reapproved by the ARC in accordance with the provisions of this Section.

(c) If the Plans are disapproved by the ARC, one set of such Plans shall be returned marked "Disapproved", and shall be accompanied by a statement by the ARC setting forth the reasons for disapproval.

(d) The ARC may from time to time (but shall not be obligated to) promulgate architectural and landscaping standards for the design and construction of improvements within the Property and for the design and installation of landscaping on the Parcels (the "Design Standards"). A copy of the Design Standards in effect at the time will be furnished to any Owner upon written request therefor. Such Design Standards shall supplement this Declaration and may make other and further provisions as to the approval and disapproval of Plans, prohibited materials, and other matters relating to the appearance, design and quality of improvements or landscaping. Such Design Standards, as they may be promulgated from time to time by the ARC, shall be incorporated in this Declaration by this reference as if set forth at length herein.

3.4 Building Decision. All decisions of the ARC shall be final, conclusive and binding and there shall be no review of any action of the ARC.

3.5 Effect of Approval. No approval of Plans and no publication of Design Standards shall ever be construed as representing or implying that such Plans, specifications, or standards will, if followed, result in a properly constructed structure complying with all Applicable Law. Such approvals and standards shall in no event be construed as a representation, warranty, or guaranty by the ARC that any structure will be built in a good or workmanlike manner. Neither Declarant, the Association, the members of the ARC, or any of their representatives, shall be liable in damages to anyone submitting Plans to the ARC for approval, or to any Owner or Permittee of any part of the Property affected by this Declaration, by reason of or in connection with the approval or disapproval or failure to approve any Plans submitted. Every person who submits Plans to the ARC for approval agrees, by submission of such Plans, and every Owner or Permittee of any portion of the Property involved therein agrees, by acquiring title thereto or any interest therein, that such Owner or Permittee will not bring any action or suit against the Declarants, the Association, any of the members of the ARC, or any of their representatives, to recover any such damages and each, by acceptance of such conveyance, hereby waives all such claims and causes of action.

3.6 Inspection. The ARC or its duly authorized representative shall have the right, but not the obligation, to inspect any improvements to a Parcel prior to or after completion.

3.7 Non-Waiver. No action or failure to act by the ARC shall constitute a waiver or estoppel with respect to future action by the ARC.

3.8 Variance. The ARC may authorize variances from compliance with the design, construction and landscaping provisions of this Declaration due to circumstances warranting such variance in the opinion of the ARC such as topography, natural obstructions, hardship, aesthetic or environmental considerations and the shape and configuration of the particular Parcel for which the variance is sought. Such variances must be evidenced in writing and shall become effective when signed by the representatives of the ARC. The granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Parcel and particular provision described therein, nor shall the granting of a variance affect in any way the Owner's obligation to comply with Applicable Law.

3.9 Deemed Approval. In the event of any request for approval, variance, or exception to these Restrictions, or approval of any proposed action by an Owner where a construction of this Declaration is required is made to the ARC, the ARC shall, within 30 days after the request is made and receipt of all of the Plans, materials, documentation, and information described in Section 3.3, give the person making the request, at such person's address as shown in the request, written



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notification either of the approval by the ARC, which approval shall not be unreasonably withheld, or of its rejection of the request, with specification of the reasons for such rejection. If the ARC fails to give to the person requesting such approval notification of rejection within such 30 day period, the ARC shall be conclusively deemed to have given its approval. Any approval or rejection given by the ARC, and any written approval, rejection, or other communication by the ARC may be relied upon, as the act of the ARC, by the person receiving such approval, rejection, or other communication.

3.10 Completion of Work. After commencement of construction of any structure or improvement on the Parcel, the work thereon shall be prosecuted diligently, to the end that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Unless otherwise authorized in writing by the ARC prior to commencement of construction, the construction of any structure or improvement on a Parcel shall be completed within 1 year from the date of commencement of construction, excepting delays due to strikes, war, acts of God or other causes beyond the control of the Owner.

#### ARTICLE IV

##### ALTERATIONS, MAINTENANCE, AND REPAIRS

4.1 Alterations. Subject to the terms and provisions of this Declaration and the Rules and Regulations, each Owner shall have the right to make minor alterations, modifications, and repairs to such Owner's Parcel and improvements, provided that such action is performed in a good and workmanlike manner, causes minimum inconvenience to the other Owners, and does not constitute a nuisance. Alterations or repairs which would change the exterior color, materials, or shape of the improvements must be approved by the ARC. Notwithstanding the foregoing, if any of the above described actions is performed without the prior approval of the ARC of the Plans therefor in accordance with Article III of this Declaration, the ARC may require (but shall be under no obligation to require) the Owner to remove or eliminate any paint color, decoration, or other object situated on such Owner's improvements or Parcel that is visible from any Road or from any other Parcel, if, in the ARC's sole judgment, such object detracts from the visual attractiveness of the Property or is inconsistent with the design or overall character and aesthetics of the Property.

4.2 Maintenance. Each Owner shall maintain such Owner's Parcel, together with the improvements, driveways, fences, landscaping, light standards and fixtures, sanitary, stormwater, water and drainage lines and facilities which service only such Owner's Parcel and improvements, including the point of the connection of such lines and facilities to the Shared Use Facilities, in good working order and repair and in an attractive condition at all times. If any Owner fails to comply with the requirements of this Section, the Association may, but shall not be obligated to, without liability to such Owner or any occupant in trespass or otherwise, enter upon such Parcel, maintain or repair any of same, in which case such Owner shall upon demand pay the Association's cost of same. Such indebtedness shall bear interest from the date that demand is made by the Association until paid at the rate of 18% per annum and shall be secured in the same manner as the Annual Maintenance Charge, but in no event shall the interest rate exceed the maximum rate allowed by Applicable Law.

#### ARTICLE V

##### SHARED USE FACILITIES

5.1 Dedication. The Shared Use Facilities are hereby designated and dedicated for the benefit of all Owners and Permittees of the Property. Declarants may, with the consent of both Declarants, convey the Shared Use Facilities to the Association. Alternatively, Declarants may, with the consent of both Declarants, convey the Water Detention and Drainage Facilities to one or more of the following: Harris County Flood Control District ("FCFC"), Harris County Utility District 14

("UD14"), and Harris County Municipal Utility District #33 ("MUD33"). The cost of the initial construction of the Shared Use Facilities shall be borne solely by Declarants.

5.2 Operation of Shared Use Facilities. If the Shared Use Facilities are conveyed to the Association then the Association shall own, improve, manage, maintain, repair, replace, insure, and operate the Shared Use Facilities as herein provided and as provided for in the By-laws and Rules and Regulations. In addition, in the event the Water Detention and Drainage Facilities are conveyed to HCFC, UD14, and/or MUD 33, the Association shall maintain such facilities to the extent required by such entities and/or as deemed desirable by the Board. The Association shall improve the Shared Use Facilities as needed in connection with the development of the Property, and such improvement shall be accomplished as required by the specifications and regulations of the Governmental Authority. The Association shall (a) maintain the Shared Use Facilities to a standard required by the Governmental Authority, and in an attractive, safe and clean condition at all times, (b) shall keep the Shared Use Facilities insured as deemed appropriate by the Board, and (c) shall pay all taxes assessed against the Shared Use Facilities.

5.3 Expansion of Shared Use Facilities. The Association shall have the right to expand the Shared Use Facilities as necessary and desirable to accommodate adjacent and adjoining land (the "Other Land") not a part of the Property as such Other Land is developed (each, an "Expansion"), provided that any such Expansion must (a) first be approved by a Majority of the Members present at a duly called meeting, and, (b) not expand the boundary of the Detention Pond, without the consent of the effected Owner. In the event that any such Expansion is so approved, a requirement for any such Expansion shall be that restrictions (the "Other Land Restrictions") shall be established with respect to such Other Land that include provisions regarding the contribution by such Other Land of adequate sums into the Maintenance Fund, and any such Other Land Restrictions must also be approved by a Majority of the Members present at a duly called meeting.

5.4 Partition Waiver. The Owners hereby waive the right to partition any part of the Shared Use Facilities to the fullest extent permitted by Applicable Law.

## ARTICLE VI

### EASEMENTS

6.1 Easement Dedication. Subject to any express conditions, limitations, or reservations contained herein, the Property, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following non-exclusive, perpetual, and reciprocal easements:

(a) Access, Ingress, and Egress. An easement for reasonable access, ingress, and egress over all paved driveways, roadways, and walkways as presently or hereafter constructed and constituting a part of the Common Driveways, so as to provide for the passage of motor vehicles and pedestrians between all Parcels to the Common Driveways, and over all Common Driveways to and from all Roads furnishing access to such Parcels. The opening(s) and access point(s) contemplated between the Parcels for use as the Common Driveways shown on the Site Plan are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed, or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Common Driveways for pedestrian and vehicular ingress and egress as set forth above.

(b) Shared Use Facilities. An easement upon, under, over, above, and across the Non-Building Area on each Parcel, including the right of reasonable ingress and egress required, for the installation, maintenance, repair and replacement of the Shared Use Facilities, including: water mains; storm water collection, retention, detention and distribution lines; storm drains; sewers; water sprinkler system lines; telephone or electrical conduits or systems; cable; gas mains; conduits; pipes; and other apparatus; and other utility facilities necessary for the orderly development and operation of the Shared Use Facilities, from time

to time located on the Property; provided that (i) all such facilities shall be installed and maintained below the ground level or surface of the Property (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels); and (ii) the exact location of any utilities shall be subject to the reasonable approval of the Owner(s) of the burdened Parcel(s).

(c) Future Public Utility Easements. In lieu of the Declarants reserving easements on, over, under, and across the Property that may be unnecessary or unused, each Owner covenants and agrees, upon written request from another Owner and a public utility provider, to dedicate and convey a 10 foot public utility easement on, over, under, and across such Owner's Parcel for the benefit of the requesting Owner's Parcel; provided, however, such public utility easement(s) shall be located, if at all possible, within the building set-back area of the burdened Parcel(s). The form of the utility easement(s) shall be similar in form and substance to other utility easements required by the utility provider and subject to the other terms and provisions of this Declaration.

6.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder ("Benefited Owner") shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of such Benefited Owner, its contractors, employees, agents, or others acting on behalf of such Benefited Owner.

6.3 Use of Easements.

(a) General. The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Interference and Relocation. Once the Shared Use Facilities are installed pursuant to the easements granted above, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements shall be placed over or permitted to encroach upon such installations. The Owner of each Parcel shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of another Parcel, at such requesting Owner's sole cost and expense, so long as utility services to the other Owner's Parcel are not unreasonably interrupted and subject to the remaining provisions of this Declaration.

(c) Construction. Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with the easements, in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

(d) Non-Exclusive. The easements herein granted are not exclusive, and the right is hereby reserved to grant such other easements, rights, or privileges to such other persons and for such other purposes as the Owner(s) of the Parcels in their discretion may select, so long as such purposes do not unreasonably interfere with the easements granted herein. No use shall be made of the rights herein granted which would obstruct or prevent the exercise of similar rights by other persons entitled to do so.

6.4 Driveway Easement. The Parcel B Owner, or its successor, will bear all costs of maintenance and repair of the Common Driveway shown on the Site Plan as "Common Driveway - (per section 6.4)" and more specifically described on Exhibit H attached hereto, until such time as improvements are commenced on the adjacent property by the Parcel D Owner, or its successor, at which time such costs will be shared equally.

## ARTICLE VII

### MANAGEMENT OF THE PROPERTY

7.1 Management of Property. The affairs of the Property shall be managed by the Declarants until the formation of the Association. All rights and duties of the Association shall be exercised by Parcel E Owner with respect to Parcel A, Parcel D, and Parcel E and Parcel B Owner with respect to Parcel B and Parcel C until the Association is formed. The Association shall have the right, power and obligation to provide for the management, maintenance, repair, replacement, administration, insuring and operation of the Property as herein provided and as provided for in the By-laws and in the Rules and Regulations. The business affairs of the Association shall be managed by its Board of Directors. Until the expiration of the Control Period, the Declarants shall have absolute, complete and exclusive control of the Association and the Board of Directors, regardless of how many other Owners may acquire Parcels during such period of time. The Declarants, in their sole discretion, may appoint a Board of Directors during the Control Period. The Board of Directors appointed by the Declarants is herein referred to as the "Appointed Board". The Appointed Board shall administer the Association's and the Property's affairs until the first annual meeting of the Members of the Association is held and a Board of Directors is elected by the Members. The Board of Directors elected at the first annual meeting of Members of the Association is herein called the "First Elected Board". The Declarants shall have the power, exercisable at any time and from time to time, to remove any Director of the Appointed Board and appoint a successor, as well as to appoint a successor for any position on the Appointed Board which becomes vacant. The Appointed Board may engage either Declarant or any other party, whether or not affiliated with a Declarant, to perform the day to day functions of the Association and to provide for the management, maintenance, repair, replacement, administration, insuring, and operation of the Property.

7.2 Membership in the Association. Each Owner, including the Declarants during the period of time in which such Declarant owns any Parcel, shall be a Member in the Association and such membership shall terminate automatically when such ownership ceases; provided, however, that in the event a Declarant shall transfer ownership of all Parcels owned by such Declarant prior to the expiration of the Control Period, the Declarant shall nevertheless be considered a Member in the Association until the expiration of such period of time, and shall have all voting and other rights granted to the Declarant under this Article and otherwise in this Declaration until the expiration of such period of time. Upon the transfer of ownership of a Parcel, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association.

7.3 Voting Rights. Until the expiration of the Control Period, Declarants shall have all voting power, and no other Member shall have any voting power whatsoever during such period of time; thereafter, the total voting power shall be the sum of votes that correspond to each 10,000 square feet of land within the Parcels, with all votes in the Association to be on the basis of one vote being allocated to each 10,000 square feet of land (rounded to the nearest 10,000 square foot if more or less) owned by such Owner in all of the Parcels. In the event that ownership interests in a Parcel are

owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each 10,000 square feet of land. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that 10,000 square feet of land at any meeting of the Association. Such designation shall be made in written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Parcel is owned by more than one Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Parcel, then none of such Members shall be allowed to vote. All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy.

7.4 Meeting of Members. The first annual meeting of the Members of the Association shall be held within 60 days after the expiration of the Control Period, when called by either the Appointed Board or Declarants, upon no less than 10 and no more than 50 days' prior written notice to the Members. The First Elected Board shall be elected at the first annual meeting of the Members of the Association. Thereafter, annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified in the By-laws. The Declarants may convene a special meeting of the Members of the Association at any time and from time to time prior to the first annual meeting of the Members of the Association for such purposes as the Declarants may deem appropriate.

7.5 Dispute Resolutions. In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between or among Owners, the Board and/or the Association, including appointment of committees to consider and recommend resolution of any such disputes. The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Declaration that may arise. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before parties resort to arbitration or litigation, and a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services equally.

7.6 Delegation of Authority. Declarants or the Board may retain, hire, employ or contract for the construction, maintenance, repair, landscaping, insuring, administration and operation of the Property as provided for herein and as provided for in the By-laws.

7.7 Non-Liability of Board. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members, or any other party.

7.8 Board Elections. In accordance with the By-laws, the Board shall elect, at least annually, a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers and assistant officers as it may designate. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association. The President shall have all the general powers and duties which are usually vested in the office of president of an association. The Secretary shall keep all the minutes of all meetings of the Board and the minutes of all meetings of the Association, and shall be in charge of such books and papers as the Board may direct. The Secretary shall keep and update a complete list of Members, showing opposite each Member's name the number of the Parcel owned by such Member. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board.

7.9 Action without Meeting. Notwithstanding any provision in this Declaration to the contrary, all actions of the Members, ARC, Board, or any committee of the Board provided for herein may be taken by unanimous written consent without a meeting, or any meeting thereof may be held by means of a telephone conference or the like, to the full extent permitted by law.

## ARTICLE VIII

### ANNUAL MAINTENANCE CHARGE AND MAINTENANCE FUND

8.1 Annual Maintenance Charge. Each Parcel shall be subject to an Annual Maintenance Charge in an amount to be set by the Declarants or Board. The amount of the Annual Maintenance Charge for each Parcel may be increased or decreased from time to time, as needed to pay for the expenses of the Association. However, if any such change would increase the Annual Maintenance Charge by more than 20% of the amount of Annual Maintenance Charge prior to such change (for any reason other than increases in taxes or insurance, the introduction of new or additional services, or a requirement of a Governmental Authority), the change must be approved by a Majority of the Members. The Annual Maintenance Charge and any special assessments provided for in this Declaration shall be based on the number of square feet of land contained in each Parcel.

8.2 Maintenance Fund. The Annual Maintenance Charges collected shall be paid into the Maintenance Fund, for the benefit of the Property. The Board shall expend the Maintenance Fund for the maintenance, repair, replacement, insuring, administration, management and operation of the Shared Use Facilities; for the payment of taxes; for the performance of the duties of the Board and the Association as set forth herein; and, for the enforcement of this Declaration by action at law or in equity, or otherwise. The Board and its individual members shall not be liable to any person as a result of action taken by the Board with respect to the Maintenance Fund, except for willful misconduct or fraud.

8.3 Special Assessments. If the Board at any time (and from time to time) determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for its stated purpose, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for the same. No special assessment shall be effective until the same is approved in writing by a Majority of Members. Any such special assessment shall be payable, and the payment thereof may be enforced, in the manner herein specified for the payment of the Annual Maintenance Charges.

8.4 Payment. The Annual Maintenance Charge assessed against each Owner shall be due and payable, in advance, annually on the date determined from time to time by the Board, subject to the appropriate adjustment based upon actual expenses incurred. Any such amount not paid and received by the 15<sup>th</sup> day after the due date thereof shall be deemed delinquent, and, without notice, shall bear interest at a rate of 18% per annum until paid, but in no event shall the interest rate exceed the maximum rate allowed by Applicable Law. The Board, at its option, may impose and collect late charges on delinquent payments.

8.5 Lien to Secure Payment. To secure the payment of the Annual Maintenance Charge, special assessments levied hereunder, and any other sums due hereunder (including, without limitation, interest, late fees or delinquency charges), a vendor's lien and superior title shall be and is hereby reserved, and a contractual lien is hereby created, in favor of the Association, in and to each Parcel and improvements which liens shall be enforceable as hereinafter set forth by the Association or the Board on behalf of the Association. The liens described in this Article and the superior title herein reserved shall be deemed subordinate to any Mortgage to secure the repayment of a loan made to an Owner for the purpose of acquiring a Parcel and/or constructing improvements thereon, and any renewal, extension, rearrangements, or refinancing thereof; provided, however, no foreclosure of any Mortgage shall free any Parcel, improvements or Owner from the liens securing the Annual Maintenance Charges, special assessments, or any other sums due hereunder becoming due and payable thereafter. The collection of such Annual Maintenance Charges, special assessments, and other sums due hereunder may, in addition to any other applicable method at law or inequity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. In no event shall the foreclosure of any Mortgage extinguish or discharge the personal obligation of the foreclosed Owner to pay Annual Maintenance Charges, special assessments levied hereunder or any other sums due hereunder. The

voting right of any Owner in default in the payment of the Annual Maintenance Charge, or other charge owing hereunder for which an Owner is liable, shall be automatically revoked for the period during which such default exists.

8.6 Notice of Lien. Notice of the lien referred to in this Articles may be given by the recordation in the Office of the County Clerk of Harris County, Texas of an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Parcel according to the books and records of the Association, and the legal description of such Parcel.

8.7 Enforcement of Lien. Each Owner, by acceptance of a deed to such Owner's Parcel, hereby expressly recognizes the existence of such lien as being prior to such Owner's ownership of such Parcel and hereby vests in the Board the right and power to bring all actions against such Owner personally for the collection of such unpaid Annual Maintenance Charge, special assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both by judicial and non-judicial foreclosure. Additionally, by acceptance of the deed to such Owner's Parcel, each Owner expressly GRANTS, BARGAINS, SELLS AND CONVEYS to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided), such Owner's Parcel and all improvements thereon, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, special assessments and other sums due hereunder remaining unpaid by such Owner from time to time. The trustee herein designated may be changed at any time by execution of an instrument in writing signed by the President of the Association and filed in the Office of the County Clerk of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided, for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Parcel and all improvements thereon, and all rights appurtenant thereto, at the door of the County Courthouse of Harris County, Texas, on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash after the trustee and the Board, respectively, shall have given notices of the proposed sale in the manner hereinafter set forth, or otherwise in the manner then provided by the Texas Foreclosure Statute (hereinafter defined). Following sale, the trustee shall make due conveyance of the Parcel and all improvements thereon to the purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner of such Parcel and all improvements thereon and their heirs, executors, administrators and successors. The trustee shall give notice of such proposed sale by posting a written notice of time, place, and terms of the sale for at least 21 consecutive days preceding the date of sale at the Courthouse door of Harris County, Texas, by filing such notice with the County Clerk of Harris County, Texas, at least 21 consecutive days preceding the date of sale, and, in addition, the Board shall serve written notice at least 21 days preceding the date of sale by certified mail on each of such Owner according to the records of the Association and each mortgagee of such Parcel of such sale or shall otherwise cause the notice thereof to comply with the provisions of Section 51.002 of the Texas Property Code it may be amended or recodified from time to time ("Texas Foreclosure Statute"). Service of such notice shall be completed upon deposit of the notice in the United States mail, properly addressed to such Owner at the most recent address as shown by the records of the Association. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

8.8 Post Foreclosure. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Parcel shall be required to pay a reasonable rent for the use of such Parcel and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such Parcel by forcible detainer without further notice.

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## ARTICLE IX

### INSURANCE

9.1 Hazard Insurance. Each Owner shall keep, at its own expense, all improvements on its Parcel insured against loss or damage by fire, windstorm, hail, explosion, damage from aircraft and vehicles, and smoke damage, and such other risks as are from time to time included in the broad form "extended coverage" endorsements generally written in the Houston, Texas metropolitan area.

9.2 Liability Insurance. Each Owner shall maintain, at its own expense, general public liability insurance against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about that Owner's Parcel.

## ARTICLE X

### TERM

This Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, Declarants, the Owner of any Parcel subject to this Declaration and their respective heirs, legal representatives, successors, and assigns for a term of 40 years from the date this Declaration is recorded in Harris County, Texas, after which time this Declaration shall be automatically extended for successive periods of 10 years; provided, however, that in the event an instrument terminating this Declaration is signed by Owners owning at least 75% of the total square footage of land in all of the Parcels and recorded in Real Property Records of Harris County, Texas at least 180 days before the expiration of the initial 40 year period or any subsequent 10 year period, then this Declaration shall terminate at the end of such 40 year period or such 10 year period, as the case may be.

## ARTICLE XI

### GENERAL PROVISIONS

11.1 Enforcement. Each Owner shall strictly comply with the provisions of this Declaration. Declarants, the Association, or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions, covenants, easements, liens and charges now or hereafter imposed by the provisions of this Declaration and recover sums due for damages, injunctive relief or both, including reasonable attorney's fees and costs of court.

11.2 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all such other provisions shall remain in full force and effect.

11.3 Amendment. This Declaration may be amended at any time until the expiration of the Control Period, by an instrument signed (i) by both Declarants and (ii) a majority of all Owners (owning a majority of the total square footage of land in all of the Parcels, including, for this purpose, the Declarants). After the expiration of the Control Period, the covenants and restrictions or any other portion of this Declaration may be amended at any time by an instrument signed by at least 75% of all Owners (owning 75% of the total square footage of land in all of the Parcels). Any amendment must be properly recorded in Harris County, Texas.

11.4 Amendment During Control Period. Notwithstanding anything contained herein to the contrary, until the expiration of the Control Period, the Declarants shall have and hereby reserve the right at any time, without the joinder or consent of any Mortgagee or any other Owner, party or entity, to amend this Declaration or the Plat or both by an instrument in writing, duly signed, acknowledged and filed of record in the Office of the County Clerk of Harris County, Texas, so long as such amendment will not be inconsistent with the general overall plan for the development of the Property as provided herein. For purposes of carrying out and implementing the provisions of this



paragraph, each Owner (other than Declarants) appoints the Declarants such Owner's irrevocable agent and attorney-in-fact coupled with an interest with authority to execute and deliver approvals of plats as may be required by Applicable Law for the validity and enforcement of any such amendment.

11.5 Non-Waiver. No delay in enforcing the provisions of this Declaration as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

11.6 Non-Liability of Declarants. Neither Declarant, as well as their agents, employees, officers, directors, partners, contractors and attorneys, shall not be liable to any Owner or Permittee of a Parcel or any portion thereof or to any other party for any loss, claim or demand in connection with the breach of any provisions of this Declaration by any party other than said Declarant.

11.7 Notice. Any notice to a Declarant, the Association, Board, or ARC shall be made in writing, and shall be sent by certified mail, postage prepaid, to the following address:

DECLARANTS

402 Main St. Limited Partnership  
15120 Northwest Freeway, Suite 190  
Houston, Texas 77040  
Attn: Jim Nelson

Beltway 8 Business Center, LLLP  
8400 E Prentice Ave., Suite 910  
Greenwood Village, CO 80111  
Attn: Scott Fisher

ASSOCIATION, BOARD OR ARC

Antoine Northwest Property Owner's Association, Inc.  
c/o The National Realty Group, Inc.  
15120 Northwest Freeway, Suite 190  
Houston, Texas 77040  
Attn: Jim Nelson

With copy to:  
Beltway 8 Business Center, LLLP  
8400 E Prentice Ave., Suite 910  
Greenwood Village, CO 80111  
Attn: Scott Fisher

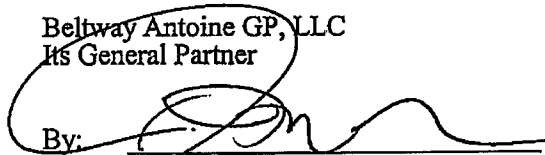
IN WITNESS WHEREOF, the undersigned has duly executed this Declaration of Covenants, Conditions and Restrictions and Grant of Easements effect as of the date first above written.

PARCEL A OWNER:

(9)  
2OR

402 Main St. Limited Partnership

By: Beltway Antoine GP, LLC  
Its General Partner

By:   
James F. Nelson  
Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

The foregoing instrument was acknowledged before me on this 4th day of February, 2008, by James F. Nelson, Vice President, for and on behalf of Beltway Antoine GP, LLC, a Texas limited liability company, in its capacity as the sole General Partner of 402 Main St. Limited Partnership, a Texas limited partnership.

Witness my hand and official seal.

My commission expires 03/30/10.



  
Notary Public, STATE OF TEXAS

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ER 006 - 08 - 0201

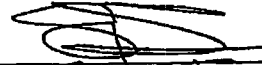
**PARCEL B OWNER**

Beltway 8 Business Center LLLP

2OR

By: Beltway 8 Business Center GP LLC  
Its General Partner

By: Mountain West Industrial Properties LLC  
Its Manager

By:   
Name: SCOTT J. FISHER  
Title: MANAGER

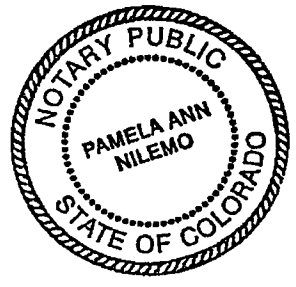
STATE OF COLORADO  
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of February 2008, by Scott J. Fisher, as Manager of Mountain West Industrial Properties LLC, a Colorado limited liability company, Manager of Beltway 8 Business Center GP LLC, a Colorado limited liability company, General Partner of Beltway 8 Business Center LLLP, a Colorado limited liability partnership.

Witness my hand and official seal.

My commission expires 6/30/10.

  
Notary Public, STATE OF COLORADO



ER 006 - 08 - 0202


**PARCEL C OWNER**

10R

Antoine Beltway Business Center LLC

By: Beltway 8 Business Center GP LLC  
Its Manager

By: Mountain West Industrial Properties LLC  
Its Manager

By:   
Name: Scott J. Fisher  
Title: MANAGER

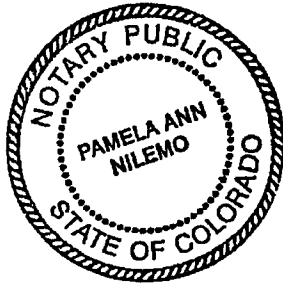
STATE OF COLORADO


COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of February 2008, by Scott J. Fisher, Manager of Mountain West Industrial Properties LLC, a Colorado limited liability company, Manager of Beltway 8 Business Center GP LLC, a Colorado limited liability company, as Manager of Antoine Beltway Business Center LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires 6/30/10.



  
Notary Public, STATE OF COLORADO

**PARCEL D OWNER**

Q.A.N. Ventures, L.P.

2OR

By:

*Syeda*  
Syed Raza, General Partner

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of February, 2008, by Syed Raza in his capacity as the sole General Partner of Q.A.N. Ventures, L.P., a Texas limited partnership.

Witness my hand and official seal.

My commission expires 12-14-2009



*Terry Conner*  
Notary Public, STATE OF TEXAS

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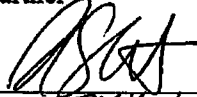
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**PARCEL E OWNER**

Avera Fund, L.P.

20R

By: AVERA Pecos, LLC  
Its General Partner

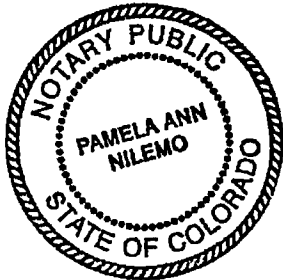
By:   
Name: RICK I. KIGHT  
Title: VICE PRESIDENT


STATE OF ~~TEXAS~~ Colorado  
COUNTY OF ~~HARRIS~~ Arapahoe

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of February, 2008, by RICK I. KIGHT, VICE PRESIDENT for and on behalf of AVERA Pecos, LLC, a Texas limited liability company, in its capacity as the sole General Partner of Avera Fund, L.P., a Texas limited partnership.

Witness my hand and official seal.

My commission expires 6/30/10.



  
Notary Public, STATE OF TEXAS  
Colorado

CONSENT OF PARCEL A MORTGAGEE

The Frost National Bank, being the sole beneficiary of the liens, assignments and security interests created against Parcel A of the Property pursuant to that certain (a) Deed of Trust dated November 29, 2007, recorded under Harris County Clerk's File No. 20070711474, (b) Assignment of Leases and Rents recorded under Harris County Clerk's File No. 20070711477, and (c) UCC Financing Statement recorded under Harris County Clerk's File No. 20070711479 (collectively called the "Loan Documents"), hereby (i) consents to the terms and provisions of the foregoing Agreement and acknowledges that the execution thereof does not constitute a default under the Loan Documents or any other document executed in connection with or as security for the indebtedness described therein, and (ii) subordinates the liens of the Loan Documents and any other liens and/or security interest securing such indebtedness to the rights and interests created under this Declaration, and acknowledges and agrees that a foreclosure of such liens and/or security interests shall not extinguish the rights, obligations and interests created under this Declaration. This consent shall not be construed or operate as a release of such liens and/or security interests owned and held by the undersigned, or any part thereof.

Executed this 6<sup>th</sup> day of FEBRUARY, 2008

THE FROST NATIONAL BANK

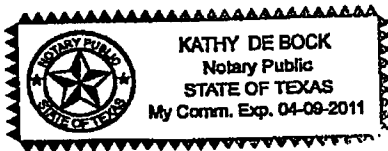
By: [Signature]  
Name: Dan Geddes  
Title: Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on FEBRUARY 6, 2008, by DAN GEDDES, SENIOR V.P., for and on behalf of The Frost National Bank.

Witness my hand and official seal.

My commission expires 4-9-2011.



[Signature]  
Notary Public, State of Texas

ER 006 - 08 - 0205

CONSENT OF PARCEL B MORTGAGEE

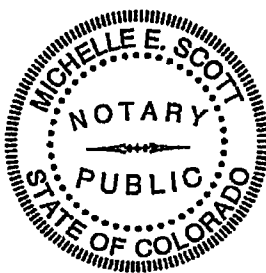
Guaranty Bank and Trust Company, being the sole beneficiary of the liens, assignments and security interests created against Parcel B of the Property pursuant to that certain (a) Deed of Trust dated January 27, 2006, recorded under Harris County Clerk's File No. Z061413, (b) Assignment of Rents and Other Rights recorded under Harris County Clerk's File No. Z061414, (c) UCC Financing Statement recorded under Harris County Clerk's File No. Z355479, and (d) Modification to Deed of Trust and Security Agreement and Assignment of Rents and Other Rights recorded under Harris County Clerk's File No. 20060151151 (collectively called the "Loan Documents"), hereby (i) consents to the terms and provisions of the foregoing Agreement and acknowledges that the execution thereof does not constitute a default under the Loan Documents or any other document executed in connection with or as security for the indebtedness described therein, and (ii) subordinates the liens of the Loan Documents and any other liens and/or security interest securing such indebtedness to the rights and interests created under this Declaration, and acknowledges and agrees that a foreclosure of such liens and/or security interests shall not extinguish the rights, obligations and interests created under this Declaration. This consent shall not be construed or operate as a release of such liens and/or security interests owned and held by the undersigned, or any part thereof.

Executed this 18<sup>th</sup> day of JANUARY, 2008

By: Kirk E. Huggins  
Name: KIRK E. HUGGINS  
Title: BANK PRESIDENT

STATE OF COLORADO  
COUNTY OF ARAPAHOE

This instrument was acknowledged before me on January 18, 2008, by Kirk E. Huggins, as Bank President, for and on behalf of Guaranty Bank and Trust Company.



Michelle E. Scott  
Notary Public, State of Texas - Colorado

my Commission expires 7/1/2011

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CONSENT OF PARCEL D MORTGAGEE

FIRST COMMUNITY BANK, being the sole beneficiary of the liens, assignments and security interests created against Parcel D of the Property pursuant to that certain (a) Deed of Trust dated June 6, 2007, recorded under Harris County Clerk's File No. 20070358877, and (b) Assignment of Leases recorded under Harris County Clerk's File No. 20070563025 (collectively called the "Loan Documents"), hereby (i) consents to the terms and provisions of the foregoing Agreement and acknowledges that the execution thereof does not constitute a default under the Loan Documents or any other document executed in connection with or as security for the indebtedness described therein, and (ii) subordinates the liens of the Loan Documents and any other liens and/or security interest securing such indebtedness to the rights and interests created under this Declaration, and acknowledges and agrees that a foreclosure of such liens and/or security interests shall not extinguish the rights, obligations and interests created under this Declaration. This consent shall not be construed or operate as a release of such liens and/or security interests owned and held by the undersigned, or any part thereof.

Executed this 11th day of February, 2008

By: [Signature]  
Name: Rick Hardik  
Title: Senior Vice President

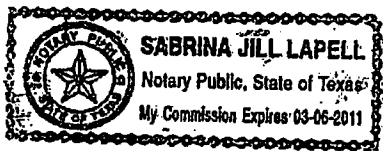
STATE OF TEXAS :  
COUNTY OF Harris :

This instrument was acknowledged before me on February 11, 2008, by Rick Hardik, Senior Vice President, for and on behalf of FIRST COMMUNITY BANK.

Witness my hand and official seal.

My commission expires 03-06-2011.

[Signature]  
Notary Public, State of Texas



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CONSENT OF PARCEL E MORTGAGEE

AMEGY BANK NATIONAL ASSOCIATION, being the sole beneficiary of the liens, assignments and security interests created against Parcel E of the Property pursuant to that certain (a) Deed of Trust dated September 12, 2007, recorded under Harris County Clerk's File No. 20070563019, and (b) Assignment of Leases recorded under Harris County Clerk's File No. 20070563025 (collectively called the "Loan Documents"), hereby (i) consents to the terms and provisions of the foregoing Agreement and acknowledges that the execution thereof does not constitute a default under the Loan Documents or any other document executed in connection with or as security for the indebtedness described therein, and (ii) subordinates the liens of the Loan Documents and any other liens and/or security interest securing such indebtedness to the rights and interests created under this Declaration, and acknowledges and agrees that a foreclosure of such liens and/or security interests shall not extinguish the rights, obligations and interests created under this Declaration. This consent shall not be construed or operate as a release of such liens and/or security interests owned and held by the undersigned, or any part thereof.

Executed this 1st day of February, 2008

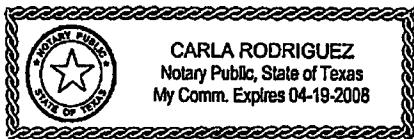
By: [Signature]
Name: JEREMY NEWSOM
Title: Vice President

STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on February 1, 2008, by Jeremy Newsom, Vice President for and on behalf of AMEGY BANK NATIONAL ASSOCIATION.

Witness my hand and official seal.

My commission expires 4-19-2008



[Signature]
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Chernosky, Smith, Ressler & Smith, PLLC  
4646 Wild Indigo, Suite 110  
Houston, TX 77027  
Attn: R. Stephen Ressler

**List of Exhibits**

- A - Parcel A legal description**
- B - Parcel B legal description**
- C - Parcel C legal description**
- D - Parcel D legal description**
- E - Parcel E legal description**
- F - Site Plan**
- G - Detention Pond legal description**

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ER 006 - 08 - 0211

**EXHIBIT A**

**METES & BOUNDS DESCRIPTION**  
**2.6184 ACRES OR 114,055 SQUARE FEET**

1EE

A TRACT OR PARCEL OF LAND CONTAINING 2.6184 ACRES OR 114,055 SQUARE FEET SITUATED IN BLOCK 4 OF THE W.C.R.R. CO. SURVEY, ABSTRACT NO. 1193 (SECTION 14), HARRIS COUNTY, TEXAS, BEING A EASTERLY PORTION OF RESERVE "D" OF ANTOINE NORTHWEST SEC. 1, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 618058 OF THE MAP RECORDS OF HARRIS COUNTY, SAID 2.6184-ACRE TRACT BEING PART OF TRACTS OF LAND CONVEYED TO 402 MAIN ST. LIMITED IN HARRIS COUNTY CLERK'S FILE NO. Z064514 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CORNER BEING ON THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD (60 FEET WIDE) AND THE NORTH LINE OF A CALLED 0.94-ACRE EASEMENT DEDICATED TO THE PUBLIC IN SAID PLAT OF ANTOINE NORTHWEST SEC.1;

THENCE SOUTH 87 DEGREES 15 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID 0.94-ACRE EASEMENT TRACT, A DISTANCE OF 516.35 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF THE WESTERLY PORTION OF SAID RESERVE "D" THAT IS PART OF A TRACT OF LAND CONVEYED TO BELTWAY 8 BUSINESS CENTER LLLP IN HARRIS COUNTY CLERK'S FILE NO. Z061411;

THENCE NORTH 02 DEGREES 32 MINUTES 37 SECONDS WEST, ALONG THE EAST LINE OF SAID BELTWAY 8 BUSINESS CENTER LLLP PORTION OF RESERVE "D", A DISTANCE OF 221.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF SAID BELTWAY 8 BUSINESS CENTER LLLP PORTION OF RESERVE "D" AND BEING ON SOUTH LINE OF RESERVE "C" OF SAID ANTOINE NORTHWEST SEC. 1;

THENCE NORTH 87 DEGREES 30 MINUTES 28 SECONDS EAST, ALONG THE SOUTH LINE OF SAID RESERVE "C", A DISTANCE OF 516.55 FEET TO A 5/8-INCH IRON WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF RESERVE "C" AND BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID ANN LOUISE ROAD;

THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD, A DISTANCE OF 219.76 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.6184 ACRES OR 114,055 SQUARE FEET OF LAND SURVEYED BY WINDROSE LAND SERVICES, INC., JOB #39826WC.

**METES & BOUNDS DESCRIPTION**  
**10.6447 ACRES OR 463,683 SQUARE FEET**

A TRACT OR PARCEL OF LAND CONTAINING 10.6447 ACRES OR 463,683 SQUARE FEET SITUATED IN BLOCK 4 OF THE W.C.R.R. CO. SURVEY, ABSTRACT NO. 1193 (SECTION 14), HARRIS COUNTY, TEXAS, BEING COMPOSED OF RESERVE "F" AND THE WESTERLY PORTION OF RESERVE "E" OF ANTOINE NORTHWEST SEC. 1, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 618058 OF THE MAP RECORDS OF HARRIS COUNTY, SAID 10.6447-ACRE TRACT BEING A RESIDUE OF TRACTS OF LAND CONVEYED TO 402 MAIN ST. LIMITED IN HARRIS COUNTY CLERK'S FILE NO. Z064514 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID RESERVE "F" AND THE SOUTHWEST CORNER OF RESERVE "G" OF SAID ANTOINE NORTHWEST SEC. 1, SAID CORNER BEING ON THE NORTH LINE OF A CALLED 0.94-ACRE EASEMENT DEDICATED TO THE PUBLIC IN SAID PLAT OF ANTOINE NORTHWEST SEC.1;

THENCE SOUTH 87 DEGREES 15 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID 0.94-ACRE EASEMENT TRACT, A DISTANCE OF 1258.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID RESERVE "F" AND BEING ON THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD (60 FEET WIDE) AND THE NORTH LINE OF SAID 0.94-ACRE EASEMENT TRACT;

THENCE NORTH 02 DEGREES 29 MINUTES 31 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD, PASSING AT A DISTANCE OF 230.00 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHWEST CORNER OF SAID RESERVE "F" AND THE SOUTHWEST CORNER OF SAID RESERVE "E" AND CONTINUING ON SAME BEARING FOR A TOTAL DISTANCE OF 457.99 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 25.54 FEET, A CENTRAL ANGLE OF 05 DEGREES 25 MINUTES 08 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 13 MINUTES 02 SECONDS EAST, 25.53 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY;

THENCE NORTH 02 DEGREES 55 MINUTES 36 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE OF ANN LOUIS ROAD, A DISTANCE OF 10.15 FEET TO A 5/8-INCH IRON WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

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THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.57 FEET, A CENTRAL ANGLE OF 88 DEGREES 23 MINUTES 37 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 07 MINUTES 25 SECONDS EAST, 34.86 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING A POINT OF REVERSE CURVATURE TO THE LEFT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAM HOUSTON TOLLWAY/BELTWAY 8 (WIDTH VARIES);

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**EXHIBIT B**

**METES & BOUNDS DESCRIPTION**  
**12.2347 ACRES OR 532,942 SQUARE FEET**

A TRACT OR PARCEL OF LAND CONTAINING 12.2347 ACRES OR 532,942 SQUARE FEET SITUATED IN SECTION 13, BLOCK 4, W.C.R.R. CO. SURVEY, ABSTRACT NO. 922 AND SECTION 14, BLOCK 4, W.C.R.R. CO. SURVEY, ABSTRACT NO. 1193, IN HARRIS COUNTY, TEXAS, BEING ALL OF RESERVE "B" OF ANTOINE NORTHWEST SEC. 1, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 618058 OF THE MAP RECORDS OF HARRIS COUNTY, SAID 12.2347-ACRE TRACT BEING A PART OF A TRACT OF LAND CONVEYED TO BELTWAY 8 BUSINESS CENTER LLLP IN HARRIS COUNTY CLERK'S FILE NO. Z061411 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SAM HOUSTON TOLLWAY/BELTWAY 8 (WIDTH VARIES) MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF RESERVE "A" OF SAID ANTOINE NORTHWEST SEC. 1;

THENCE NORTH 87 DEGREES 22 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 67.11 FEET TO A 5/8-INCH IRON ROD FOUND MARKING A POINT OF INTERSECTION AT THE COMMON LINE OF SAID ABSTRACT 1193 AND ABSTRACT 922 FROM WHICH A CONCRETE MONUMENT FOUND FOR REFERENCE BEARS SOUTH 79 DEGREES 12 MINUTES WEST, A DISTANCE OF 0.5 FEET;

THENCE NORTH 87 DEGREES 23 MINUTES 20 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 893.45 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHWESTERLY END OF A CURVED CUTBACK CORNER AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF SAM HOUSTON TOLLWAY/BELTWAY 8 WITH THE WEST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD (60 FEET WIDE);

THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID CURVED CUTBACK CORNER AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN A CHORD BEARING AND DISTANCE OF SOUTH 47 DEGREES 36 MINUTES 40 SECONDS EAST, 35.36 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY AND THE SOUTHEASTERLY END OF SAID CUTBACK CORNER;

THENCE SOUTH 02 DEGREES 36 MINUTES 40 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD, A DISTANCE OF 46.80 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID WEST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF



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270.00 FEET, AN ARC DISTANCE OF 196.27 FEET, A CENTRAL ANGLE OF 41 DEGREES 38 MINUTES 56 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 12 MINUTES 48 SECONDS WEST, 191.97 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT TANGENCY;

THENCE SOUTH 39 DEGREES 02 MINUTES 16 SECONDS WEST, A DISTANCE OF 43.88 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG SAID WEST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 240.59 FEET, A CENTRAL ANGLE OF 41 DEGREES 46 MINUTES 17 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 09 MINUTES 08 SECONDS WEST, 235.29 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 02 DEGREES 44 MINUTES 01 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD A DISTANCE OF 94.75 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHEAST CORNER OF THE HEREN DESCRIBED TRACT, SAID CORNER BEING ON THE NORTH LINE OF A CALLED 0.94-ACRE EASEMENT DEDICATED TO THE PUBLIC IN SAID PLAT OF ANTOINE NORTHWEST SEC. 1;

THENCE SOUTH 87 DEGREES 15 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID 0.94-ACRE EASEMENT TRACT, A DISTANCE OF 738.51 FEET TO A 4-INCH PIPE FOUND MARKING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 0.94-ACRE EASEMENT TRACT AND A CORNER OF A 50-FOOT WIDE HARRIS COUNTY RIGHT-OF-WAY RECORDED IN VOL. 787, PG. 701 OF THE DEED RECORDS OF HARRIS COUNTY, SAID CORNER BEING ON SAID COMMON LINE OF ABSTRACT 1193 AND ABSTRACT 922 AND FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "BENCHMARK ENGR" FOUND FOR REFERENCE BEARS NORTH 14 DEGREES 55 MINUTES EAST, A DISTANCE OF 0.4 FEET,

THENCE SOUTH 87 DEGREES 28 MINUTES 15 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 50-FOOT WIDE HARRIS COUNTY RIGHT-OF-WAY, A DISTANCE OF 66.37 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF AFORESAID RESERVE "A";

THENCE NORTH 02 DEGREES 37 MINUTES 03 SECONDS WEST, ALONG THE EAST LINE OF SAID RESERVE "A", A DISTANCE OF 600.25 FEET TO THE PLACE OF BEGINNING AND CONTAINING 12.2347 ACRES OR 532,942 SQUARE FEET OF LAND SURVEYED BY WINDROSE LAND SERVICES, INC., JOB NO. 39826WC.

**METES & BOUNDS DESCRIPTION**  
**7.2614 ACRES OR 316,305 SQUARE FEET**

A TRACT OR PARCEL OF LAND CONTAINING 7.2614 ACRES OR 316,305 SQUARE FEET SITUATED IN BLOCK 4 OF THE W.C.R.R. CO. SURVEY, ABSTRACT NO. 1193 (SECTION 14), HARRIS COUNTY, TEXAS, BEING A PORTION OF RESERVE "D" OF ANTOINE NORTHWEST SEC. 1, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 618058 OF THE MAP RECORDS OF HARRIS COUNTY, SAID 7.2614-ACRE TRACT BEING A PART OF A TRACT OF LAND CONVEYED TO BELTWAY 8 BUSINESS CENTER LLLP IN HARRIS COUNTY CLERK'S FILE NO. Z061411 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET ON THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD (60 FEET WIDE) AND THE NORTH LINE OF A CALLED 0.94-ACRE EASEMENT DEDICATED TO THE PUBLIC IN SAID PLAT OF ANTOINE NORTHWEST SEC. 1, MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEGREES 44 MINUTES 01 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD, A DISTANCE OF 94.75 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 139.05 FEET, A CENTRAL ANGLE OF 29 DEGREES 30 MINUTES 26 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 12 DEGREES 01 MINUTES 12 SECONDS EAST, 137.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER RESERVE "C" OF SAID ANTOINE NORTHWEST SEC. 1;

THENCE NORTH 87 DEGREES 30 MINUTES 28 SECONDS EAST, ALONG THE SOUTH LINE OF SAID RESERVE "C", A DISTANCE OF 1378.46 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHWEST CORNER OF THE EASTERLY PORTION OF SAID RESERVE "D" THAT IS PART OF TRACTS OF LAND CONVEYED TO 402 MAIN ST. LIMITED IN HARRIS COUNTY CLERK'S FILE NO. Z064514;

THENCE SOUTH 02 DEGREES 32 MINUTES 37 SECONDS EAST, ALONG THE WEST LINE OF SAID 402 MAIN ST. LIMITED PORTION OF RESERVE "D", A DISTANCE OF 221.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND ON THE NORTH LINE OF AFORESAID 0.94-ACRE TRACT, MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 402 MAIN ST. LIMITED PORTION OF RESERVE "D";

THENCE SOUTH 87 DEGREES 15 MINUTES 59 SECONDS WEST, ALONG SAID NORTH LINE OF 0.94-ACRE TRACT, A DISTANCE OF 1412.74 FEET TO THE PLACE OF BEGINNING AND CONTAINING 7.2614 ACRES OR 316,305 SQUARE FEET OF LAND SURVEYED BY WINDROSE LAND SERVICES, INC., JOB #39826WC.

ER 006 - 08 - 0217

**EXHIBIT C**

**METES & BOUNDS DESCRIPTION**  
**14.9369 ACRES OR 650,649 SQUARE FEET**

A TRACT OR PARCEL OF LAND CONTAINING 14.9369 ACRES OR 650,649 SQUARE FEET SITUATED IN SECTION 14, BLOCK 4, W.C.R.R. CO. SURVEY, ABSTRACT NO. 1193, IN HARRIS COUNTY, TEXAS, BEING ALL OF RESERVE "C" OF ANTOINE NORTHWEST SEC. 1, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 618058 OF THE MAP RECORDS OF HARRIS COUNTY, SAID 14.9369-ACRE TRACT BEING COMPOSED OF TRACTS OF LAND CONVEYED TO ANTOINE BELTWAY BUSINESS CENTER, LLC IN HARRIS COUNTY CLERK'S FILE NO. 20070068978 AND TO BELTWAY 1 LLC IN HARRIS COUNTY CLERK'S FILE NO. 20070068980 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHEASTERLY END OF A CURVED CUTBACK CORNER AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAM HOUSTON TOLLWAY/BELTWAY 8 (WIDTH VARIES) WITH THE EAST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD (60 FEET WIDE);

THENCE NORTH 87 DEGREES 23 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1140.77 FEET TO A CONCRETE MONUMENT FOUND MARKING A POINT THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP FOUND STAMPED "BENCHMARK ENGR" BEARS FOR REFERENCE NORTH 12 DEGREES 30 MINUTES WEST, A DISTANCE OF 0.3 FEET;

THENCE IN SOUTHEASTERLY DIRECTION, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1882.86 FEET, AN ARC DISTANCE OF 325.74, A CENTRAL ANGLE OF 09 DEGREES 54 MINUTES 44 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 39 MINUTES 18 SECONDS EAST, 325.33 FEET TO A DISK MONUMENT FOUND MARKING OF POINT OF TANGENCY;

THENCE SOUTH 82 DEGREES 41 MINUTES 56 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 150.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A SOUTHEASTERLY DIRECTION, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1936.86 FEET, AN ARC DISTANCE OF 56.81, A CENTRAL ANGLE OF 01 DEGREES 40 MINUTES 50 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 32 MINUTES 21 SECONDS EAST, 56.81 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHWESTERLY END OF A CURVED CUTBACK CORNER AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF SAM HOUSTON TOLLWAY/BELTWAY 8 WITH THE WEST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD (60 FEET WIDE);

THENCE IN A SOUTHEASTERLY DIRECTION, ALONG SAID CUTBACK CORNER AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 92.90 FEET, A CENTRAL ANGLE OF 81 DEGREES 53 MINUTES 15 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 43 DEGREES 26 MINUTES 09 SECONDS EAST, 85.19 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY;

THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD, A DISTANCE OF 247.42 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF RESERVE "D" OF SAID ANTOINE NORTHWEST SEC. 1;

THENCE SOUTH 87 DEGREES 30 MINUTES 28 SECONDS WEST, ALONG THE NORTH LINE OF SAID RESERVE "D", A DISTANCE OF 1895.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHWEST CORNER OF SAID RESERVE "D", SAID CORNER BEING ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF KALTENBRUN ROAD;

THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF KALTENBRUN ROAD AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 57.79 FEET, A CENTRAL ANGLE OF 12 DEGREES 15 MINUTES 51 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 54 MINUTES 21 SECONDS EAST, 57.68 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY;

THENCE NORTH 39 DEGREES 02 MINUTES 16 SECONDS EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF KALTENBRUN ROAD, A DISTANCE OF 43.88 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A NORTHEASTERLY DIRECTION, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF KALTENBRUN ROAD AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 239.88 FEET, A CENTRAL ANGLE OF 41 DEGREES 38 MINUTES 56 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 12 MINUTES 48 SECONDS EAST, 234.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT TANGENCY;

THENCE NORTH 02 DEGREES 36 MINUTES 40 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF KALTENBRUN ROAD, A DISTANCE OF 46.80 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE SOUTHWESTERLY END OF AFORESAID CURVED CUTBACK CORNER AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAM HOUSTON TOLLWAY/BELTWAY 8 WITH SAID EASTERLY RIGHT-OF-WAY LINE OF KALTENBRUN ROAD;

THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CUTBACK CORNER AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 01 SECONDS, AND A CHORD

BEARING AND DISTANCE OF NORTH 42 DEGREES 23 MINUTES 19 SECONDS EAST, 35.36 FEET TO THE PLACE OF BEGINNING AND CONTAINING 14.9369 ACRES OR 650,649 SQUARE FOOT TRACT OF LAND SURVEYED BY WINDROSE LAND SERVICES, INC., JOB NO. 39826WC.

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**EXHIBIT D**

**METES & BOUNDS DESCRIPTION**  
**5.9104 ACRES OR 257,459 SQUARE FEET**

DESCRIPTION OF A TRACT OR PARCEL OF LAND CONTAINING 5.9104 ACRES OR 257,459 SQUARE FEET SITUATED IN SECTION 13, BLOCK 4, W.C.R.R. CO. SURVEY, ABSTRACT NO. 922, HARRIS COUNTY, TEXAS AND BEING RESERVE "A" OF ANTOINE NORTHWEST SEC. 1, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 618058 OF THE MAP RECORDS OF HARRIS COUNTY, SAVE AND EXCEPT A 0.0826-ACRE PARCEL DESCRIBED IN HARRIS COUNTY CLERK'S FILE NO. U706358, SAID 5.9104-ACRE TRACT BEING A PART OF TRACTS OF LAND CONVEYED TO 402 MAIN ST. LIMITED PARTNERSHIP IN HARRIS COUNTY CLERK'S FILE NO. Z064514 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE:

BEGINNING AT A 5/8-INCH IRON ROD FOUND IN THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ANTOINE DRIVE (WIDTH VARIES) AND THE NORTH LINE OF A 50-FOOT HARRIS COUNTY RIGHT-OF-WAY RECORDED IN VOL. 787, PG. 701 OF THE DEED RECORDS OF HARRIS COUNTY, MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP FOUND STAMPED "BENCHMARK ENGR" BEARS FOR REFERENCE NORTH 01 DEGREES 15 MINUTES WEST, A DISTANCE OF 0.5 FEET;

THENCE NORTH 02 DEGREES 31 MINUTES 45 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.81 FEET TO A 5/8-INCH IRON ROD FOUND MARKING A CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF AN EXISTING SANITARY SEWER LIFT STATION SITE FROM WHICH A 5/8-INCH IRON ROD WITH CAP FOUND STAMPED "BENCHMARK ENGR" BEARS FOR REFERENCE NORTH 06 DEGREES 43 MINUTES WEST, A DISTANCE OF 0.5 FEET;

THENCE NORTH 87 DEGREES 28 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LIFT STATION SITE, A DISTANCE OF 36.00 FEET TO A 5/8-INCH IRON ROD WITH CAP FOUND STAMPED "WINDROSE LAND SERVICES" MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID LIFT STATION SITE FROM WHICH A 5/8-INCH IRON ROD WITH CAP FOUND STAMPED "BENCHMARK ENGR" BEARS FOR REFERENCE NORTH 04 DEGREES 40 MINUTES EAST, A DISTANCE OF 0.6 FEET;

THENCE NORTH 02 DEGREES 31 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF SAID LIFT STATION SITE, A DISTANCE OF 30.00 FEET TO A 5/8-INCH IRON ROD FOUND MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF SAID LIFT STATION SITE FROM WHICH A 5/8-INCH IRON ROD WITH CAP FOUND STAMPED "BENCHMARK ENGR" BEARS FOR REFERENCE NORTH 03 DEGREES 04 MINUTES WEST, A DISTANCE OF 0.5 FEET;

THENCE SOUTH 87 DEGREES 28 MINUTES 16 SECONDS WEST, ALONG THE NORTH LINE OF SAID LIFT STATION SITE, A DISTANCE OF 36.00 FEET TO A 5/8-INCH IRON ROD FOUND IN SAID EAST RIGHT OF WAY LINE OF ANTOINE DRIVE MARKING A CORNER OF THE

HEREIN DESCRIBED TRACT, SAME BEING THE NORTHWEST CORNER OF SAID LIFT STATION SITE FROM WHICH A 5/8-INCH IRON ROD WITH CAP FOUND STAMPED "BENCHMARK ENGR" BEARS FOR REFERENCE NORTH 01 DEGREES 06 MINUTES EAST, A DISTANCE OF 0.4 FEET;

THENCE NORTH 02 DEGREES 31 MINUTES 45 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 222.14 FEET TO A 5/8-INCH IRON ROD FOUND MARKING A POINT OF INTERSECTION;

THENCE NORTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 40.66 FEET TO A 5/8-INCH IRON ROD FOUND MARKING THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF BLOCK 1, RESERVE "A" OF PRITMAN TOOR C-STORE, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 393032 OF THE HARRIS COUNTY MAP RECORDS, FROM WHICH A 5/8-INCH IRON ROD WITH CAP FOUND STAMPED "BENCHMARK ENGR" BEARS FOR REFERENCE NORTH 03 DEGREES 27 MINUTES WEST, A DISTANCE OF 0.5 FEET;

THENCE NORTH 87 DEGREES 28 MINUTES 15 SECONDS EAST, ALONG SOUTH LINE OF SAID RESERVE "A", A DISTANCE OF 149.17 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING A CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHWEST CORNER OF AFORESAID 0.0826-ACRE TRACT;

THENCE SOUTH 02 DEGREES 31 MINUTES 45 SECONDS EAST, ALONG THE WEST LINE OF SAID 0.0826-ACRE TRACT, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 0.0826-ACRE TRACT;

THENCE NORTH 87 DEGREES 28 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF SAID 0.0826-ACRE TRACT, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 0.0826-ACRE TRACT;

THENCE NORTH 02 DEGREES 31 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF SAID 0.0826-ACRE TRACT, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD FOUND MARKING AN ANGLE POINT, SAME BEING THE NORTHEAST CORNER OF SAID 0.0826-ACRE TRACT AND THE SOUTHEAST CORNER OF SAID RESERVE "A", FROM WHICH A 5/8-INCH IRON ROD WITH CAP FOUND STAMPED "BENCHMARK ENGR" BEARS FOR REFERENCE NORTH 23 DEGREES 01 MINUTES EAST, A DISTANCE OF 0.5 FEET;

THENCE NORTH 02 DEGREES 37 MINUTES 36 SECONDS WEST, ALONG THE EAST LINE OF SAID RESERVE "A", A DISTANCE OF 211.23 FEET TO A 5/8-INCH IRON WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND IN THE SOUTH RIGHT OF WAY LINE OF SAM HOUSTON TOLLWAY/BELTWAY 8 (WIDTH VARIES) MARKING THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING NORTHEAST CORNER OF SAID RESERVE "A" FROM WHICH A 5/8-INCH IRON ROD WITH CAP FOUND

STAMPED "BENCHMARK ENGR" BEARS FOR REFERENCE NORTH 13 DEGREES 21 MINUTES EAST, A DISTANCE OF 0.5 FEET;

THENCE NORTH 87 DEGREES 22 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 300.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHWEST CORNER OF RESERVE "B OF SAID ANTOINE NORTHWEST SEC. 1;

THENCE SOUTH 02 DEGREES 37 MINUTES 02 SECONDS EAST, ALONG THE WEST LINE OF SAID RESERVE "B", A DISTANCE OF 600.25 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND ON THE NORTH LINE OF AFORESAID 50-FOOT WIDE HARRIS COUNTY RIGHT-OF-WAY, MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID RESERVE "B";

THENCE SOUTH 87 DEGREES 28 MINUTES 15 SECONDS WEST, ALONG THE NORTH LINE OF SAID 50-FOOT WIDE HARRIS COUNTY RIGHT-OF-WAY, A DISTANCE OF 511.79 TO THE PLACE OF BEGINNING AND CONTAINING 5.9104 ACRES OR 257,459 SQUARE FEET OF LAND SURVEYED BY WINDROSE LAND SERVICES, INC., JOB #39826.

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**EXHIBIT E**

**METES & BOUNDS DESCRIPTION**  
**16.1035 ACRES OR 701,467 SQUARE FEET**

A TRACT OR PARCEL OF LAND CONTAINING 16.1035 ACRES OR 701,467 SQUARE FEET SITUATED IN SECTION 14, BLOCK 4, W.C.R.R. CO. SURVEY, ABSTRACT NO. 1193 AND IN FRANCIS DIRKS SURVEY, ABSTRACT NO. 235, HARRIS COUNTY, TEXAS AND BEING COMPOSED OF RESERVE "G" AND THE EASTERLY PORTION OF RESERVE "E" OF ANTOINE NORTHWEST SEC. 1, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 618058 OF THE MAP RECORDS OF HARRIS COUNTY, ALL OF RESERVE "A" OF CCD-DESIGN EIGHT LIMITED, A SUBDIVISION IN HARRIS COUNTY, AS SHOWN ON MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 532204 OF THE MAP RECORDS OF HARRIS COUNTY, AND A CALLED 13,070 SQUARE FEET TRACT OF LAND BEING ALL OF A CUL-DE-SAC PORTION OF MARSHWOOD ROAD AS DEDICATED BY PLAT OF SAID CCD-DESIGN EIGHT LIMITED. SAID 16.1035-ACRE TRACT BEING THE SAME TRACTS OF LAND CONVEYED TO AVERA FUND, LP IN HARRIS COUNTY CLERK'S FILE NO. 20070563013 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE:

BEGINNING AT A 5/8-INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID RESERVE "A" OF CCD-DESIGN EIGHT LIMITED, AND THE SOUTHWEST CORNER OF LOT 1, BLOCK 9 OF WOODGATE, SECTION 3, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN VOLUME 252, PAGE 22 OF THE HARRIS COUNTY MAP RECORDS;

THENCE SOUTH 87 DEGREES 15 MINUTES 59 SECONDS WEST, AT 615.91 FEET PASSING THE SOUTHWEST CORNER OF SAID RESERVE "A" OF CCD-DESIGN EIGHT LIMITED, SAME BEING THE SOUTHEAST CORNER OF SAID RESERVE "G", AT 628.49 FEET PASSING THE NORTHEAST CORNER OF A 0.94-ACRE EASEMENT TRACT DEDICATED TO THE PUBLIC IN SAID PLAT OF ANTOINE NORTHWEST SEC. 1, SAID CORNER BEING ON THE INTERSECTION OF THE SOUTH LINE OF SAID ANTOINE NORTHWEST SEC. 1 AND THE COMMON LINE OF SAID ABSTRACTS 235 AND 1193, AND CONTINUING ALONG THE NORTH LINE OF SAID EASEMENT TRACT FOR A TOTAL DISTANCE OF 819.00 TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF RESERVE "F" OF SAID ANTOINE NORTHWEST SEC.1 AND THE SOUTHWEST CORNER OF SAID RESERVE "G";

THENCE NORTH 02 DEGREES 44 MINUTES 01 SECONDS WEST, ALONG THE EAST LINE OF SAID RESERVE "F", A DISTANCE OF 230.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF SAID RESERVE "F";

THENCE SOUTH 87 DEGREES 15 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID RESERVE "F", A DISTANCE OF 628.51 FEET TO A 5/8-INCH IRON ROD FOUND MARKING THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED

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TRACT, SAME BEING THE SOUTHEAST CORNER OF THE WESTERLY PORTION OF SAID RESERVE "E" THAT IS A RESIDUE OF TRACTS OF LAND CONVEYED TO 402 MAIN ST. LIMITED PARTNERSHIP IN HARRIS COUNTY CLERK'S FILE NO. Z064514;

THENCE NORTH 07 DEGREES 29 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID RESIDUE TRACT, A DISTANCE OF 296.37 FEET TO A 5/8-INCH IRON WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND ON THE CURVED SOUTH RIGHT OF WAY LINE OF SAM HOUSTON TOLLWAY/BELTWAY 8 (WIDTH VARIES) MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF SAID RESIDUE TRACT;

THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1936.86 FEET, AN ARC DISTANCE OF 93.28 FEET, A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 34 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 78 DEGREES 51 MINUTES 23 SECONDS EAST, 93.27 FEET TO A CONCRETE MONUMENT FOUND MARKING A POINT OF TANGENCY;

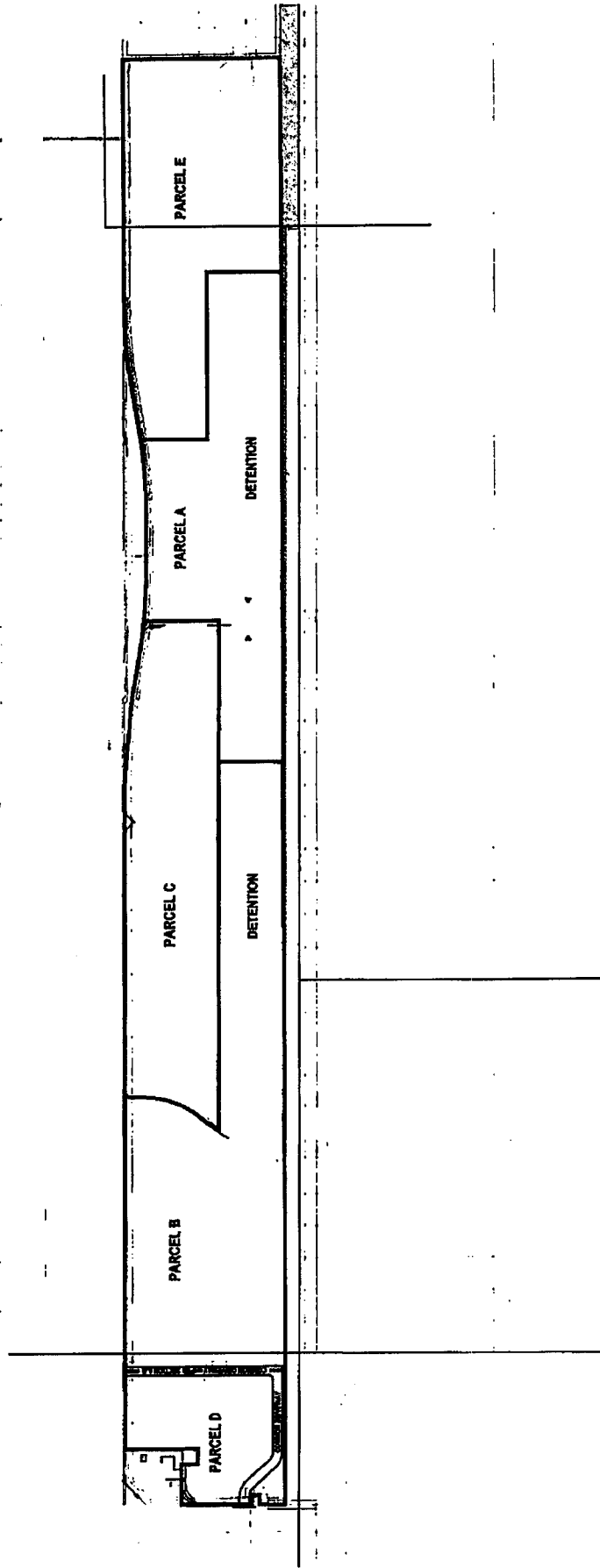
THENCE NORTH 77 DEGREES 28 MINUTES 36 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 150.00 FEET TO A CONCRETE MONUMENT FOUND MARKING A POINT OF CURVATURE;

THENCE IN A NORTHEASTERLY DIRECTION, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1882.86 FEET, AN ARC DISTANCE 325.74 FEET, A CENTRAL ANGLE OF 09 DEGREES 54 MINUTES 44 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 82 DEGREES 25 MINUTES 58 SECONDS EAST, 325.33 FEET TO A CONCRETE MONUMENT FOUND MARKING A POINT OF TANGENCY;

THENCE NORTH 87 DEGREES 23 MINUTES 20 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, AT A DISTANCE OF 88.86 FEET PASSING THE NORTHEAST CORNER OF SAID RESERVE "E", SAME BEING THE NORTHWEST CORNER OF SAID RESERVE "G", AT A DISTANCE OF 293.13 FEET PASSING THE NORTHEAST CORNER OF SAID RESERVE "G", SAME BEING THE NORTHWEST CORNER OF SAID RESERVE "A" OF CCD-DESIGN EIGHT LIMITED, AND CONTINUING FOR A TOTAL DISTANCE OF 905.29 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF SAID RESERVE "A" OF CCD-DESIGN EIGHT LIMITED AND THE NORTHWEST CORNER OF LOT 6, BLOCK 7 OF SAID WOODGATE, SECTION 3 FROM WHICH A CONCRETE MONUMENT FOUND BEARS FOR REFERENCE NORTH 39 DEGREES 15 MINUTES WEST, A DISTANCE OF 0.3 FEET;

THENCE SOUTH 02 DEGREES 59 MINUTES 01 SECONDS EAST, ALONG AND WITH THE WEST LINE OF SAID WOODGATE, SECTION 3, A DISTANCE OF 589.98 FEET TO THE PLACE OF BEGINNING AND CONTAINING 16.1035 ACRES OR 701,467 SQUARE FEET OF LAND SURVEYED BY WINDROSE LAND SERVICES, INC., JOB NO. 39826WC.

# EXHIBIT F



**EXHIBIT G**

**METES & BOUNDS DESCRIPTION**  
**9.8797 ACRES OR 430,360 SQUARE FEET**

A TRACT OR PARCEL OF LAND CONTAINING 9.8797 ACRES OR 430,360 SQUARE FEET SITUATED IN BLOCK 4 OF THE W.C.R.R. CO. SURVEY, ABSTRACT NO. 1193 (SECTION 14), HARRIS COUNTY, TEXAS, BEING ALL OF RESERVE "D" OF ANTOINE NORTHWEST SEC. 1, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 618058 OF THE MAP RECORDS OF HARRIS COUNTY, SAID 9.8797-ACRE TRACT BEING A PART OF TRACTS OF LAND CONVEYED TO BELTWAY 8 BUSINESS CENTER LLLP IN HARRIS COUNTY CLERK'S FILE NO. Z061411 AND TO 402 MAIN ST. LIMITED IN HARRIS COUNTY CLERK'S FILE NO. Z064514 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING ON THE INTERSECTION OF THE NORTH LINE OF A CALLED 0.94-ACRE EASEMENT TRACT DEDICATED TO THE PUBLIC IN SAID PLAT OF ANTOINE NORTHWEST SEC. 1, AND THE WEST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD (60 FEET WIDE);

THENCE SOUTH 87 DEGREES 15 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID EASEMENT TRACT, A DISTANCE OF 1929.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CORNER BEING ON THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF KALTENBRUN ROAD (60 FEET WIDE) WITH SAID NORTH LINE OF THE EASEMENT TRACT;

THENCE NORTH 02 DEGREES 44 MINUTES 01 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 94.75 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 139.05 FEET, A CENTRAL ANGLE OF 29 DEGREES 30 MINUTES 26 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 12 DEGREES 01 MINUTES 12 SECONDS EAST, 137.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF RESERVE "C" OF SAID ANTOINE NORTHWEST SEC. 1;

THENCE NORTH 87 DEGREES 30 MINUTES 28 SECONDS EAST, ALONG THE SOUTH LINE OF SAID RESERVE "C", A DISTANCE OF 1895.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID RESERVE "C", SAID CORNER BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID ANN LOUISE ROAD;

THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD, A DISTANCE OF 219.76 FEET TO THE PLACE OF

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BEGINNING AND CONTAINING 9.8797 ACRES OR 430,360 SQUARE FEET OF LAND SURVEYED BY WINDROSE LAND SERVICES, INC., JOB #39826WC.

**METES & BOUNDS DESCRIPTION**  
**6.6398 ACRES OR 289,228 SQUARE FEET**

A TRACT OR PARCEL OF LAND CONTAINING 6.6398 ACRES OR 289,228 SQUARE FEET SITUATED IN BLOCK 4 OF THE W.C.R.R. CO. SURVEY, ABSTRACT NO. 1193 (SECTION 14), HARRIS COUNTY, TEXAS, BEING ALL OF RESERVE "F" OF ANTOINE NORTHWEST SEC. 1, A SUBDIVISION IN HARRIS COUNTY AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 618058 OF THE MAP RECORDS OF HARRIS COUNTY, SAID 6.6398-ACRE TRACT BEING A PART OF TRACTS OF LAND CONVEYED TO 402 MAIN ST. LIMITED IN HARRIS COUNTY CLERK'S FILE NO. Z064514 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF RESERVE "G" OF SAID ANTOINE NORTHWEST SEC. 1, SAID CORNER BEING ON THE NORTH LINE OF A CALLED 0.94-ACRE EASEMENT DEDICATED TO THE PUBLIC IN SAID PLAT ON ANTOINE NORTHWEST SEC. 1;

THENCE SOUTH 87 DEGREES 15 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID 0.94-ACRE TRACT, A DISTANCE OF 1258.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CORNER BEING ON THE INTERSECTION OF THE NORTH LINE OF SAID EASEMENT TRACT AND THE EAST RIGHT-OF-WAY LINE OF ANN LOUISE ROAD (60 FEET WIDE);

THENCE NORTH 02 DEGREES 29 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID ANN LOUISE ROAD, A DISTANCE OF 230.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF RESERVE "E" OF SAID ANTOINE NORTHWEST SEC. 1;

THENCE NORTH 87 DEGREES 15 MINUTES 59 SECONDS EAST, ALONG THE SOUTH LINE OF SAID RESERVE "E", A DISTANCE OF 1257.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID RESERVE "E", SAID CORNER BEING ON THE WEST LINE OF AFORESAID RESERVE "G";

THENCE SOUTH 02 DEGREES 44 MINUTES 01 SECONDS EAST, ALONG A WESTERLY LINE OF SAID RESERVE "G", A DISTANCE OF 230.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 6.6398 ACRES OR 289,228 SQUARE FEET OF LAND SURVEYED BY WINDROSE LAND SERVICES, INC., JOB #39826WC.

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**EXHIBIT H**  
**DESCRIPTION OF**  
**COMMON DRIVEWAY EASEMENT**  
**0.4472 ACRES OR 19,482 SQ. FT.**

A TRACT OR PARCEL OF LAND CONTAINING 0.4472 ACRES OR 19,482 SQUARE FEET OF LAND SITUATED IN THE W.C.R.R. CO. SURVEY, SECTION 13, BLOCK 4, ABSTRACT NO. 922, HARRIS COUNTY, TEXAS, BEING OUT OF RESERVE "A" AND RESERVE "B" OF ANTOINE NORTHWEST, SECTION 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 618058 OF THE HARRIS COUNTY MAP RECORDS, WITH SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83:

COMMENCING AT A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF ANTOINE STREET (100' WIDTH) MARKING THE SOUTHWESTERLY CORNER OF SAID RESERVE "A";

THENCE NORTH 87 DEG. 28 MIN. 15 SEC. EAST ALONG THE SOUTHERLY LINE OF SAID RESERVE "A", A DISTANCE OF 511.79 FEET TO A POINT MARKING THE COMMON SOUTHERLY CORNER OF SAID RESERVE "A" AND SAID RESERVE "B";

THENCE NORTH 02 DEG. 37 MIN. 02 SEC. WEST ALONG THE COMMON LINE OF SAID RESERVE "A" AND SAID RESERVE "B", A DISTANCE OF 13.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEG. 37 MIN. 02 SEC. WEST CONTINUING ALONG SAID COMMON LINE OF SAID RESERVE "A" AND SAID RESERVE "B", A DISTANCE OF 59.88 FEET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 87 DEG. 30 MIN. 06 SEC. WEST, A DISTANCE OF 17.50 FEET FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEG. 37 MIN. 02 SEC. WEST, A DISTANCE OF 526.65 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SAM HOUSTON TOLLWAY/BELTWAY 8 (300' WIDTH) FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEG. 22 MIN. 57 SEC. EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE SAM HOUSTON TOLLWAY/BELTWAY 8, A DISTANCE OF 35.00 FEET FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 02 DEG. 37 MIN. 02 SEC. EAST, A DISTANCE OF 586.57 FEET FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 87 DEG. 23 MIN. 18 SEC. WEST, A DISTANCE OF 17.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.4472 ACRES OR 19,482 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 39826WC, PREPARED BY WINDROSE LAND SERVICES INC.

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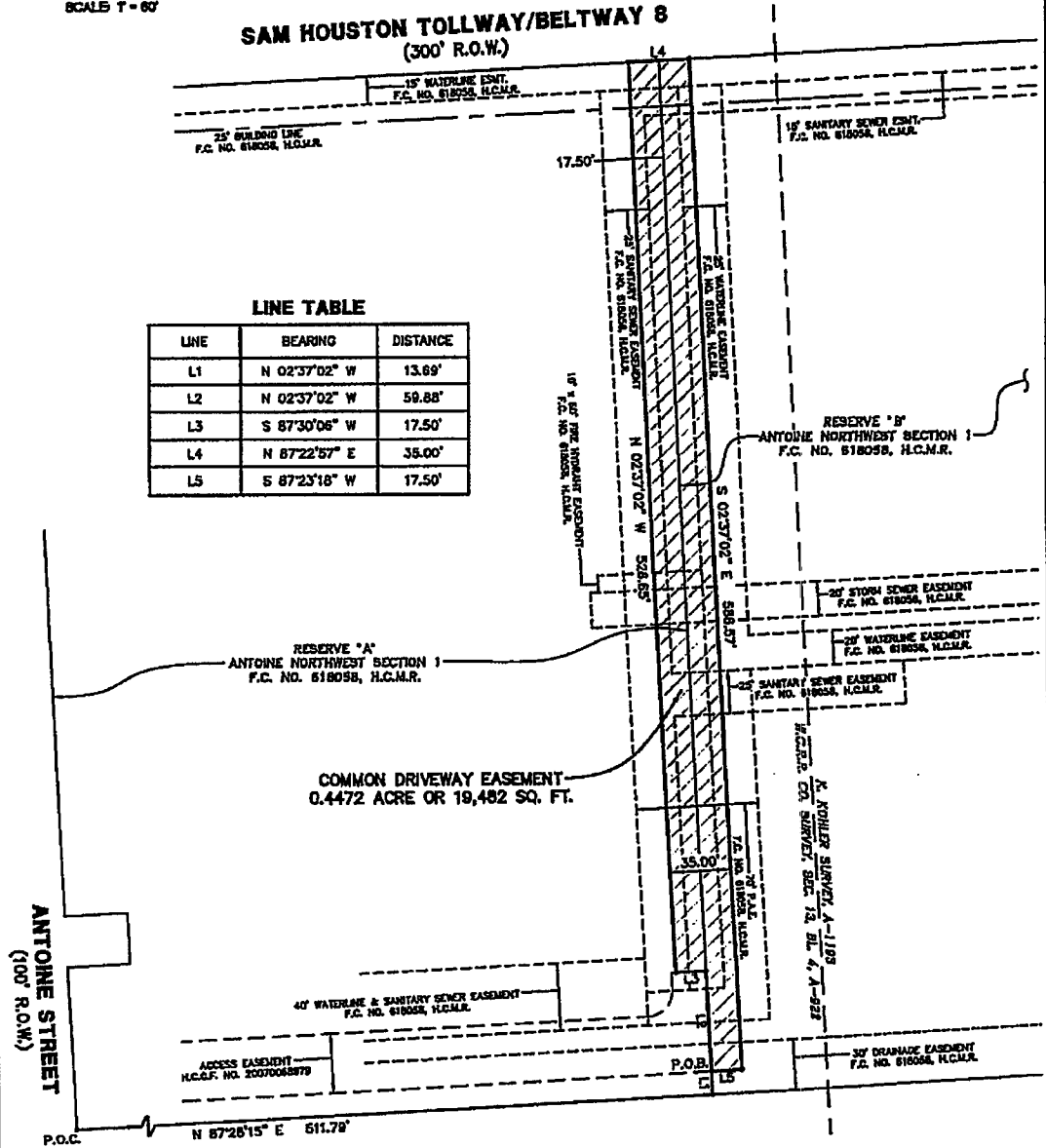
**NORTH**  
SCALE 1" = 60'

**EXHIBIT H**

**SAM HOUSTON TOLLWAY/BELTWAY 8  
(300' R.O.W.)**

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 02°37'02" W	13.69'
L2	N 02°37'02" W	59.88'
L3	S 87°30'06" W	17.50'
L4	N 87°22'57" E	35.00'
L5	S 87°23'18" W	17.50'



**COMMON DRIVEWAY EASEMENT  
0.4472 ACRE OR 19,482 SQ. FT.**

**GENERAL NOTES**

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.



**Windrose Land Services, Inc.**  
3628 Westchase  
Houston, Texas 77042  
Phone (713) 458-2282 Fax (713) 461-1161

*Professional Surveying & Engineering Services*

**EXHIBIT OF A COMMON DRIVEWAY EASEMENT  
OUT OF RESERVE 'A' AND RESERVE 'B'  
OUT OF ANTOINE NORTHWEST, SECTION 1  
F.C. NO. 618058, H.C.M.R.  
SITUATED IN THE  
W.C.R.R. CO. SURVEY, SEC. 13, BL. 4, A-922  
HARRIS COUNTY, TEXAS**

FIELD BY: -	CHECKED BY: MK	JOB NO. 39826WC
DRAWN BY: TW	DATE: 02/07/08	SHEET NO. 1 OF 2

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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
BEVERLY KAUFMAN  
COUNTY CLERK  
Fees 200.00

**RECORDERS MEMORANDUM**

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE 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.



*Beverly Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS