

VOL 240.45E 360

8372

JUL 16 1986

RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF SAN JACINTO §

Harbor Point Estates

WHEREAS, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, a Delaware corporation with principal offices located in The Woodlands, Montgomery County, Texas (referred to herein as "Developer"), is developing those certain lands known as CAPE ROYALE, a development including among other lands, a collection of platted subdivisions described as follows: Cape Royale - Forest Cove Section, according to the map or plat thereof recorded in Volume 114, Page 384 of the Deed Records of San Jacinto County, Texas; Cape Royale - Pine Harbor Section, according to the map or plat thereof recorded in Volume 114, Page 385 of the Deed Records of San Jacinto County, Texas; Cape Royale - Royale Green Section, according to the map or plat thereof recorded in Volume 115, Page 265 of the Deed Records of San Jacinto County, Texas; Cape Royale - Imperial Point Section, according to the map or plat thereof recorded in Volume 130, Page 172 of the Deed Records of San Jacinto County, Texas; Cape Royale - King's Ridge Section, according to the map or plat thereof recorded in Volume 121, Page 375 of the Deed Records of San Jacinto County, Texas; Cape Royale - Harbor Villas, Section 1, according to the map or plat thereof recorded in Volume 4, Page 34 of the Map Records of San Jacinto County, Texas; and Cape Royale - Kings Ridge Section 2, according to the map or plat thereof recorded in Volume 6, Page 34 of the Map Records of San Jacinto County, Texas; Cape Royale - King's Ridge Section 3, according to the map or plat thereof recorded in Volume 6, Page 50 of the Plat Records of San Jacinto, Texas; and Cape Royale - Imperial Estates Section, according to the map or plat thereof recorded in Volume 6, Page 51 of the Map Records of San Jacinto County, Texas; all of which platted subdivisions, together with such other platted subdivisions as Developer may after April 20, 1976 plat and record of record, as a section of Cape Royale, together with such other lands in the vicinity of such platted subdivisions as Developer may, from time to time, permit the use of by recorded instrument by the owners of lots within such recorded subdivisions, are hereinafter collectively referred to as "Cape Royale"; and

WHEREAS, HOUSTON RESORT PROPERTIES, INC., a Texas corporation with principal offices located in San Jacinto County, Texas (referred to herein as "Owner"), is the Owner of all those certain three tracts of land containing a total of 6.4450 acres situated in San Jacinto County, Texas ("The Property") and described in Exhibit "A" attached hereto; and

WHEREAS, Owner and Developer desire to create and carry out a uniform plan for improvement, development and sale of all present and future lots in The Property (referred to herein as "Lot") for the benefit of the present and future owners of said Lots, for the benefit of all property owners in Cape Royale, and for the protection of property values in Cape Royale. As used herein, Lot shall mean and refer to any portion of The Property, including any condominium unit, on which there is constructed a dwelling unit. Dwelling unit shall mean and refer to any building or portion of a building situated on The Property designed and intended for use and occupancy as a residence by a single person, a family, or family sized group of persons.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: THAT Owner hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all Lots in the Property and each contract or deed which may be hereafter executed with regard to any of the Lots in the Property shall conclusively be held to have been executed, delivered and accepted subject to the

GF: 12337 Return to:
 Mitchell Dev. Corp.
 P.O. Box 4000
 The Woodlands, Tex. 77380 *25004*

following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

1. Use. None of the Lots or the improvements thereon shall not be used for anything other than residential purposes and all Lots in the Property shall be known as residential lots. No commercial activity shall be permitted on any residential Lot, nor shall any commercial activity be engaged in from any residential Lot.

2. The Property or portions thereof may only be subjected to a declaration of condominium or subdivided into parcels of land for patio or zero-line homes. Once the Property or portions thereof has been initially subdivided, the Lots may not be further split or re-subdivided for sale, resale, transfer or otherwise.

3. Architectural Control Committee. An Architectural Control Committee ("Committee") shall be appointed, from time to time, by Developer, whose purpose it shall be to review plans, to insure all owners harmony of location, and harmony of external and structural design and quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. Until such time as the Committee has been constituted and appointed, Developer, or its nominee or representative, shall carry out all functions of the Committee relating to these restrictions. After Developer has conveyed by general warranty deed 75% of the Lots in all subdivisions recorded by Developer as a section of Cape Royale or sooner at the sole election of Developer, the members of the Committee shall be selected by the Cape Royale Property Owners' Association ("Association"), an association to be created in the future by Owner to be comprised of the owners of lots within all present and future subdivisions recorded by Developer as a section of Cape Royale.

4. Structures.

(a) No residence shall be constructed or permitted to remain on any residential Lot in the Property unless such residence shall meet the following requirements as to living area: each condominium unit must contain at least 500 square feet of enclosed living area; each patio or zero lot line dwelling unit must contain at least 1000 square feet of living area, exclusive of attached garage, porch or other appendage if the unit fronts on Lake Livingston and 800 square feet of living area, exclusive of attached garage, porch or other appendage, if the unit is not located on the water.

(b) No improvements shall be placed on the Property until the building plans, specifications and plot plans showing the location of such improvements on the Property, have been approved in writing by the Committee. Likewise, the alteration of any existing improvements which materially affects or changes the exterior design thereof may not be made until the plans for such alterations have been approved in writing by the Committee. In the event the Committee disapproves of any such plans, specifications and/or plot plans, notice of such disapproval shall be delivered in person or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with the submission. In passing upon all of such plans, specifications and/or plot plans, the Committee may take into consideration, among other things, the suitability of any such proposed building or structure or the alteration thereof and the materials of which it is to be constructed, and the affect thereof upon adjacent neighboring or other lots or plots. Any such notice shall set forth the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matter or things disapproved. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications and/or plot

plans within thirty (30) days after the same have been received by the Committee, it will be presumed that the same have been approved. These requirements for approval by the Committee as herein set out cover not only the residences to be constructed on the Property but all piers and other structures built in the water as well as on the land, and also apply to any retaining walls and any significant moving of soil in or out of the water.

(c) No structure shall be occupied or used for residential or storage purposes (other than for the storage of building materials to be used in the construction and completion thereof) until the exterior thereof shall have been fully completed in accordance with the approved plans and specifications.

(d) Each residence, once commenced, must be "dried in" within six (6) months from the date of commencement thereof. By the term "dried in" is meant that the exterior must have the appearance of being a complete house, including all necessary windows, doors, roof, paint and trim. If the residence is not "dried in" within six (6) months after the date on which such residence is commenced, the owner of same hereby gives the Committee or its representative or agent the right and authority to enter upon the Property upon which such structure is situated, and to disassemble such structure and store the building materials on the premises or elsewhere at the discretion of the Committee. The owner or occupant of the Property agrees, by the purchase or occupancy thereof, that the Committee shall not be liable in trespass or otherwise in entering upon the Property and disassembling any such structure.

(e) No trailer, mobile home, tent, shack, camper, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on The Property except during construction of permanent structures.

5. Signs. No "For Sale" sign or "For Rent" sign or any other advertising structures may be displayed on the Property without the prior written approval of Owner and Developer.

6. Nuisances. No noxious or offensive activity shall be carried on or maintained on any Lot in the Property, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

7. Firearms. The use or discharge of firearms on the Property is expressly prohibited.

8. Garbage and trash disposal. No Lot shall be used or maintained as a dumping ground for garbage. Trash, garbage or other rubbish shall be kept only in sightly, sanitary containers. Each Lot owner shall be responsible for disposing of all of his or her trash, garbage and rubbish.

9. Unsightly storage. If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted therein.

10. Camping. No camping shall be permitted on the Property at any time.

11. Animals. No horses, cows, poultry, or livestock of any kind (other than house pets) may be kept on any lot in the Property.

12. Weeds. The owner of each lot shall keep the same clear

and free of weeds such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, Owner, Developer or the Association may have the Lot cleaned and the cost or expense thereof shall be payable on demand by the owner to Owner, Developer or the Association, as the case may be.

13. Sewerage and water. No building or structure shall be occupied as a residence unless all plumbing fixtures, dishwashers and toilets are connected to the established sewerage system in The Property.

14. Association membership. All purchasers of a Lot or Lots in the Property must be a members of the Association.

15. Park and Recreational Areas. All Cape Royale property owners, members of their families and their guests, shall have the right of ingress and egress to the lake through any park areas shown on the present or future Cape Royale plats. Such right shall extend to and include, among others, as determined by Developer, the owners of Lots within The Property as well as all other recorded sections of Cape Royale developed by the Developer from lands contiguous to or in the vicinity of Cape Royale. All parks, lakes and beach improvements shall be available for use by such property owners, their families and guests, at their own risk. When 75% of the lots in all recorded Sections of Cape Royale Subdivision have been conveyed by general warranty deed, or sooner at the election of the Developer, Owner and Developer may transfer title to all park and other community areas to the Association or other civic organization active in the area, after which the operation of and maintenance and payment of taxes on such park and other community areas shall be the responsibility of such transferee.

16. Easements in favor of the Trinity River Authority of Texas. The Property is subject to certain easements in favor of The Trinity River Authority of Texas, and the use of the land area contained in said easement is further subject to the approval by The Trinity River Authority of Texas as set out in that certain conveyance from Mitchell & Mitchell Land Development Company to the Trinity River Authority of Texas dated January 10, 1968, recorded in Volume 107, Page 506, of the Deed Records of San Jacinto County, Texas, and corrected by instrument recorded in Volume 122, Page 561 of the Deed Records of San Jacinto County, Texas, to which instruments and the record thereof reference is hereby made for all purposes. All references to the improvements to be located within such easement areas as contained in these Restrictions, are hereby expressly made subject to the approval of The Trinity River Authority of Texas.

17. Oil, Gas and Mineral Development. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon The Property, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted on any The Property at any time while these restrictions remain in full force and effect. No derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained or permitted on The Property at any time while these restrictions remain in force and effect.

18. Drainage structures. Drainage structures under private driveways shall always have a net drainage opening area or sufficient size to permit the free flow of water without backwater.

19. Cutting of Trees. No growing trees 6" or more in diameter measured at a point 12" from the ground may be cut from The Property without the prior written approval of the Committee, except only for such trees as may be removed where necessary for the construction of improvements on The Property.

20. Maintenance Fund. Each Lot in The Property, from and

after the sale thereof by Owner, is hereby subjected to an annual maintenance charge of \$15.00 per month (\$180.00 per year) per Lot, for the purpose of creating a fund to be known as the "Cape Royale Maintenance Fund", to be paid by the purchasers of each such Lot in conjunction with a per Lot charge to be paid by the purchasers of other Lots in The Property, the same to be secured by a lien upon said Lots, said maintenance charge to be payable monthly in advance as directed by Developer or the Association, as the case may be. At such time as Developer has transferred the title by general warranty deed to 75% of the residential lots in all subdivisions recorded by Developer as a section of Cape Royale, or sooner if notice to such effect is given by Developer to the Association, the right and responsibility for the collection and disbursement of such maintenance fund may be delegated to the Association. The annual maintenance charge may be increased from year to year up to an annual increase not to exceed 10% of the maintenance charge for the previous year. Funds arising from such charge may be applied, so far as sufficient, toward the payment of operating, maintenance or improvement expenses incurred for any or all of the following purposes: lighting, streets, sidewalks, paths, parks, parkways, esplanades, areas between curbs and sidewalks, swimming pools, clubhouse facilities, ramps, boat landings, boat basins, and other similar recreational facilities, collecting and disposing of garbage, ashes, rubbish, and the like, employing policemen and watchmen, providing fire protection, caring for vacant lots, collecting of maintenance charges, enforcement of restrictions, and doing any other things necessary or desirable in the opinion of Developer to keep the property within Cape Royale neat and in good order, or which they consider of general benefit to the owners and occupants of the Property, and to the Developer, it being understood that the judgment of the Developer (or the Association, as the case may be) in the expenditure of said fund shall be final so long as such judgment is exercised in good faith. Any and all liens securing said maintenance charge are hereby declared to be expressly subordinate and inferior to any voluntary lien, including any renewal and/or extension thereof, created on any and all Lots in The Property by an owner thereof for the purpose of obtaining a construction or permanent loan or both such loans for the purpose of improving such Lot or Lots. Said subordination of liens shall continue and be in full force and effect for so long as such construction or permanent loan is outstanding.

21. Each Lot owner shall be responsible for maintaining his Lot in such a manner as to prevent damage to public or private utility lines or facilities located in, on, or under his Lot. Such maintenance shall include, but not by way of limitation, bulkheading. In the event of a violation or breach of this covenant herein contained which violation or breach continues after fifteen (15) days written notice to the owner of any Lot involved setting forth the nature of such violation or breach and the specific action to be taken to remedy such violation or breach, the Developer, its successors or assigns, the Cape Royale Property Owners' Association and/or any municipal utility district owning, operating or maintaining such utility lines or facilities, and their agents, shall have the right at reasonable times to enter upon the land on which such violation or breach exists and to take the actions specified in the notice to the owner to remedy, abate and remove, at the expense of the owner thereof, such conditions as may be reasonably necessary to protect the public or private utility lines; and the said party shall not thereby be deemed guilty in any manner of trespass for such entry, abatement or removal. The cost of such remedy or abatement shall be paid to the Developer, the Cape Royale Property Owners' Association or the municipal utility district incurring the expense upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected in the same manner as a lien securing the maintenance charge; provided, however, that any such lien shall be subordinate and inferior to any voluntary lien, including any renewal and/or extension thereof, created on any Lot or Lots in the subdivision

by an owner thereof for the purpose of obtaining a construction or permanent loan or both such loans for the purpose of improving such Lot or Lots. The rights and remedies provided for in this paragraph are in addition to, and not in lieu of, all other rights and remedies to enforce the Restrictions available at law or in equity.

22. Covenants Running with the Land. All of the restrictions, covenants and conditions herein provided for and adopted shall apply to each and every Lot in the Property and shall be covenants running with the land. Owner or Developer, their respective successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided for herein, and in order to prevent a breach or to enforce the observance of performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any Lot or Lots in the Property affected shall likewise have the right either to prevent a breach of any such restrictions or covenants or to enforce the performance thereof.

23. Partial Invalidity. Invalidation of any of these covenants, restrictions or conditions by court judgment or otherwise, shall not effect, in any way, the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect. Acquiescence in any violation, shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter The Property and correct the violation, or to require that the same be corrected.

24. Duration of restrictions.

(a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until December 31, 1998, subject to modification or amendment as herein-after provided.

(b) At the end of the term provided in 24 (a) above, and at the end of each ten (10) year extension herein provided for, these restrictions shall be automatically extended and renewed for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of Lots in all subdivisions recorded by the Developer as a section of Cape Royale, each Lot entitling its owner to one (1) vote, and shall have been recorded in the Office of the County Clerk of San Jacinto County, Texas, agreeing to change said restrictions and covenants in whole or in part.

(c) Any or all of the restrictions, covenants and conditions herein contained may be repealed, amended or modified at any time, with the written consent of Developer, by a vote of the then owners of a majority of all Lots in subdivisions which have been recorded by Developer as a section of Cape Royale, each Lot entitling its owner to one (1) vote. Such repeal, amendment or modification shall be effected by an instrument in writing executed by Developer and such majority of said Lot owners, and filed for record in the Office of the County Clerk of San Jacinto County, Texas. Owner covenants and agrees that, as long as it is the Owner of a majority of the Lots in The Property, Owner will not repeal, amend or modify these restrictions, covenants and conditions without the written consent of Developer as evidenced by Developer's joinder in the execution of the instrument effecting such repeal, modification or amendment.

25. Each Lot owner shall be required to pay connection fees to Cape Royale Municipal Utility District. To secure the payment of these fees, a lien upon and against each residential Lot is created by this instrument and the title to each Lot sold or conveyed by Owner shall be subject to the lien securing said charge. The lien provided for herein shall be subordinate and inferior to the lien of any first mortgage and/or loan for construction of improvements on the Lot including any renewals or extensions thereof, to the assessments for the Cape Royale Maintenance Fund provided for herein and to the assessments of any Condominium Maintenance Fund.

26. Headings. All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants or conditions herein contained.

27. Assignment to Developer. Owner, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, does hereby transfer and assign unto Developer, its successors and assigns, a nonexclusive and joint right to enforce any of the covenants and restrictions contained herein.

28. Reservations by Developer. Developer reserves the right to mix and commingle the maintenance assessments and the Cape Royale Maintenance Fund created under these restrictions and under restrictions affecting other present and future subdivisions recorded by Developer as a section of Cape Royale. In this connection Developer reserves the right to collect and receive, expend and apply all such funds for the benefit of all property owners within any such subdivisions recorded by Developer as a section of Cape Royale, past and future, and for the benefit of Developer and all lands within Cape Royale. Developer further reserves the right to assign all or any portion of its rights hereunder to the Association, subject to the assumption by the Association of Developer's duties hereunder. Developer shall not have any obligation to create the Association until at least 75% of all Lots within subdivisions recorded by Developer as a section of Cape Royale shall have been conveyed by general warranty deed to third parties, but if not sooner created, the same shall be created on or before the expiration of the initial term of these restrictions.

29. Definition of Recorded Subdivision. As used in these restrictions, the phrase "subdivision(s) recorded by Developer as a section of Cape Royale" shall mean any present or future platted subdivision or property subject to a declaration of condominium filed pursuant to the Texas Condominium Act, V.A.T.S. 1301a, recorded in the Map Records, Deed Records or Condominium Records of the County Clerk of San Jacinto County, Texas which bears the signature of Developer, together with a title or legend bearing the name of "Cape Royale" followed by the name or number of the section within Cape Royale by which such recorded subdivision is intended to be described. The joining by the Developer in the execution and filing of a plat declaration of condominium for the sole purposes of subordinating a lien of the Developer upon the property described in a plat or declaration of condominium, to the terms of such plat or declaration of condominium shall not, in and of itself, be such an execution of the plat or declaration of condominium as to cause any recorded subdivision or condominium resulting therefrom to be included within the meaning of the phrase "subdivision recorded by the Developer as a section of Cape Royale" as used in these restrictions. Such plat or declaration of condominium will come within the meaning of this phrase, however, if a separate statement is added to the plat or declaration of condominium, subscribed by the Developer, to the effect that such subdivision or declaration of condominium, when recorded, shall automatically come within the definition of a "subdivision recorded by the Developer as a section of Cape Royale" as used in these restrictions.

30. Joinder of Developer. Developer hereby joins in the execution hereof for the purpose of evidencing its acceptance of the assignment as set out in Paragraph 27 above. Further, Developer, as the owner and holder of certain liens against the Property covered by and included in these restrictions as evidenced by the vendor's lien retained in that certain Deed dated November 4, 1983, from Developer to Owner, recorded in under County Clerk's File No. 8370 of the Real Property Records of San Jacinto County, Texas, does hereby join in the execution hereof as lienholder for the purpose of subordinating its liens to these restrictions, reservations, covenants and conditions herein set forth, with the understanding, however, that:

(a) Except to the extent of subordinating its liens to the restrictions, reservations, covenants and conditions herein provided for, such liens are continued in full force and effect as first and prior liens upon the property described in the security instruments given to secure the indebtedness now or hereafter held by the lienholder; and

(b) Said subordination excepts from the operation thereof any charge, fee or lien created in this instrument which under any theory or circumstance can be prior or equal to the liens held by the lienholder.

IN WITNESS WHEREOF, Houston Resort Properties, Inc., and Mitchell Development Corporation of the Southwest, each acting herein by and through their respective duly authorized officers, have executed this instrument on this the 4th day of November, 1983.

MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST

BY [Signature]
Alfred Lehtonen, Vice President

ATTEST:

HOUSTON RESORT PROPERTIES, INC.

BY [Signature]
Secretary JUDY BOSWELL

BY [Signature]
D. A. VanVelzer, President

THE STATE OF TEXAS §
COUNTY OF SAN JACINTO §

This instrument was acknowledged before me on the 3 day of November, 1983, by Alfred Lehtonen, Vice President of Mitchell Development Corporation of the Southwest, a corporation, on behalf of said corporation.



BY: [Signature]
Notary Public
State of Texas
My Commission Expires: _____
LUCILLE F. ROSEN
Notary Public in and for State of Texas
My Commission Expires 01/01/85

STATE OF TEXAS §
COUNTY OF SAN JACINTO §

This instrument was acknowledged before me on November 4, 1983, by D. A. VanVelzer, President of Houston Resort Properties,

Inc., a corporation, on behalf of said corporation.

Dottie Barnes (Dottie Barnes)
Notary Public
State of Texas
My Commission Expires: 3-17-85



3.1589 ACRE TRACT OF LAND
HARBOUR POINT AREA
DRURY MCGEE SURVEY, A-28
SAN JACINTO COUNTY, TEXAS

Being 3.1589 acres of land situated in the State of Texas, County of San Jacinto, a part of the Drury McGee Survey, A-28 and being out of the lands titled to Mitchell & Mitchell Land Development Company by Deed dated January 10, 1968 and recorded in Volume 107, Page 489 of the San Jacinto County Deed Records. Said 3.1589 acre tract being more particularly described as follows:

COMMENCING at the common corner of Lots 7 and 8, Section 4, Villas De Marina Subdivision, Cape Royale as recorded in Volume 5, Page 19, of the Deed Records, San Jacinto County, Texas. Said common corner being the most easterly corner of Lot 7 and the most northerly corner of Lot 8 located in the northeasterly boundary line of said Section 4;

THENCE leaving said boundary line of Section 4 and severing said Mitchell & Mitchell Land Development Company Property, N 49° 46' 38" 130.00 feet to the POINT OF BEGINNING;

THENCE N 49° 46' 38" E, 272.46 feet to Point No. 46 for corner, said point being located on the Trinity River Authority Lake Livingston Fee Taking Line as shown on the City of Houston, Texas, Livingston Reservoir Drawing No. B-30-130;

THENCE along said Fee Taking Line N 56° 30' 00" E, 120.20 feet to an angle point, said point being No. 45 of Parcel No. "A" as shown on aforementioned Drawing No. B-30-130;

THENCE S 84° 50' 00" E, 258.53 feet to a point for corner;

THENCE leaving said Fee Taking Line S 16° 54' 27" W, 350.45 feet to a point for corner;

THENCE N 86° 42' 44" W, 384.77 feet to a point for corner;

THENCE N 40° 13' 22" W, 123.41 feet to the POINT OF BEGINNING and containing 3.1589 acres of land.

Charles Magan
November, 1982
/cam

2.1702 ACRE TRACT OF LAND
HARBOUR POINT AREA
DRURY MCGEE SURVEY, A-28
SAN JACINTO COUNTY, TEXAS

Being 2.1702 acres of land situated in the State of Texas, County of San Jacinto, a part of the Drury McGee Survey, A-28 and being out of the lands titled to Mitchell & Mitchell Land Development Company by Deed dated January 10, 1968 and recorded in Volume 107, Page 489 of the San Jacinto County Deed Records. Said 2.1702 acre tract being more particularly described as follows:

COMMENCING at the common corner of Lots 7 and 8, Section 4, Villas De Marina Subdivision, Cape Royale as recorded in Volume 5, Page 19, of the Deed Records, San Jacinto County, Texas. Said common corner being the most easterly corner of Lot 7 and the most northerly corner of Lot 8 located in the northeasterly boundary line of said Section 4;

THENCE leaving said boundary line of Section 4 and severing said Mitchell & Mitchell Land Development Company Property, N 49° 46' 38" 130.00 feet to a point for corner;

THENCE S 40° 13' 22" E, 123.41 feet to an angle point;

THENCE S 86° 42' 44" E, 384.77 feet to the POINT OF BEGINNING;

THENCE N 16° 54' 27" E, 350.45 feet to a point for corner, said point being located on the Trinity River Authority Lake Livingston Fee Taking Line as shown on the City of Houston, Texas, Livingston Reservoir Drawing No. B-30-130;

THENCE along said Fee Taking Line S 84° 50' 00" E, 159.95 feet to an angle point, said point being No. 44 of Parcel No. "A" as shown on aforementioned Drawing No. B-30-130;

THENCE S 46° 01' 00" E, 240.05 feet to a point for corner;

THENCE leaving said Fee Taking Line S 55° 06' 51" W, 289.34 feet to a point for corner;

THENCE N 86° 42' 44" W, 196.92 feet to the POINT OF BEGINNING and containing 2.1702 acres of land.

Charles Magan
November, 1982
/cam

EXHIBIT A

2 of 3

1.1159 ACRE TRACT OF LAND
HARBOUR POINT AREA
DRURY MCGEE SURVEY, A-28
SAN JACINTO COUNTY, TEXAS

Being 1.1159 acres of land situated in the State of Texas, County of San Jacinto, a part of the Drury McGee Survey, A-28 and being out of the lands titled to Mitchell & Mitchell Land Development Company by Deed dated January 10, 1968 and recorded in Volume 107, Page 489 of the San Jacinto County Deed Records. Said 1.1159 acre tract being more particularly described as follows:

COMMENCING at the common corner of Lots 7 and 8, Section 4, Villas De Marina Subdivision, Cape Royale as recorded in Volume 5, Page 19, of the Deed Records, San Jacinto County, Texas. Said common corner being the most easterly corner of Lot 7 and the most northerly corner of Lot 8 located in the northeasterly boundary line of said Section 4;

THENCE leaving said boundary line of Section 4 and severing said Mitchell & Mitchell Land Development Company Property, N 49° 46' 38" 130.00 feet to a point for corner;

THENCE S 40° 13' 22" E, 123.41 feet to an angle point;

THENCE S 86° 42' 44" E, 581.69 feet to the POINT OF BEGINNING;

THENCE N 55° 06' 51" E, 289.34 feet to a point for corner, said point being located on the Trinity River Authority Lake Livingston Fee Taking Line as shown on the City of Houston, Texas, Livingston Reservoir Drawing No. B-30-130;

THENCE along said Fee Taking Line S 46° 01' 00" E, 274.26 feet to an angle point, said point being No. 43 of Parcel No. "A" as shown on aforementioned Drawing No. B-30-130;

THENCE S 40° 10' 00" W, 125.74 feet to a point for corner;

THENCE leaving said Fee Taking Line N 46° 01' 00" W, 154.25 feet to a point for corner;

THENCE N 86° 42' 44" W, 242.99 feet to the POINT OF BEGINNING and containing 1.1159 acres of land.

Charles Magan
November, 1982

FILED FOR
RECORD

1983 NOV -4 PH 4:05

Louis Cooksey
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS
BY _____

STATE OF TEXAS
COUNTY OF SAN JACINTO

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 San Jacinto County, Texas on

NOV - 4 1983



Louis Cooksey
LOUIS COOKSEY
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

EXHIBIT A

3 of 3