

29
Restr.
A

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
KLEIN ORCHARD SUBDIVISION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made on the date hereinafter set forth by Raj Development Corporation, a Texas corporation (hereinafter referred to as "Declarant") acting herein by and through its hereunto duly authorized officers.

WHEREAS, Declarant is the owner of that certain property known as KLEIN ORCHARD, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 316, Page 11 of the Map Records of Harris County and described as follows: IEE

19.4219 acres of land situated in the W.H. Mowrey Survey, Abstract 1419, being part of Reserve "F", Traces, Section One, the subject 19.4219 acres of land being more particularly described by metes and bounds in "Exhibit A".

15.1474 acres of land situated in the W.H. Mowrey Survey, Abstract 1419, being part of Reserve "D", Traces, Section One, the subject 15.1474 acres of land being more particularly described by metes and bounds in "Exhibit B".

2.1330 acres of land situated in the W.H. Mowrey Survey, Abstract 1419, being out of and a part of unrestricted reserve "G", Traces, Section One, the subject 2.1330 acres of land being more particularly described by metes and bounds in "Exhibit C".

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against KLEIN ORCHARD in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners in said subdivision.

NOW THEREFORE, Declarant hereby adopts, establishes and imposes upon KLEIN ORCHARD the following reservations, easements, restrictions, covenants, and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property which reservations shall run with the said property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

RP-2018-437381

Article I.
Definitions

1. "Association" shall mean and refer to the Klein Orchard Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.
3. "Property" or "Properties" shall mean and refer to Klein Orchard, a subdivision in Harris County, Texas, as more fully described on Exhibits "A", "B" and "C" attached hereto and made a part hereof for all purposes, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.
4. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above and all lots annexed pursuant to Section 11 of Article VI hereof, (exclusive of reserves and common area, if any).
5. "Common Area" shall mean all property owned by the Association, for the common use and benefit of the owners.
6. "Declarant" shall mean and refer to Raj Development Corporation, its successors and assigns if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all of Declarant's rights hereunder.
7. "Subdivision" shall mean and refer to the Properties and any additional properties that may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.
8. "Architectural Control Committee" shall mean and refer to the Klein Orchard Architectural Control Committee provided for in Article IV hereof.

Article II.
Reservations, Exceptions, Easements and Dedications

1. Recorded subdivision plat of the Properties. The recorded subdivision plat of the Properties shall dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and the restrictions,

applicable to the Properties, including without limitation, certain minimum setback lines. The dedications, limitations, restrictions and reservations shown on the recorded plat of the subdivision are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Properties or any part thereof, whether specifically referred to therein or not.

2. Easements. Declarant reserves for the public use, the easements and rights-of-way shown on the recorded subdivision plat of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, water, sewers, cable television and any other utility Declarant sees fit to install or cause to be installed in, across, over and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company, using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences shrubbery, trees or flowers or any other property of the Owner of the Lot covered by said easements.
3. Title subject to easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The Owner of the respective Lot(s) shall not be deemed to separately own pipes, wires, conduits or other service lines running through its property which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

Article III.
Use Restrictions

1. Single family residential construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached, single-family dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a lot shall have an attached or detached garage for two (2) or more cars, but not more than three (3) cars. No carports shall be permitted (except in conjunction with the design of a porte cochere). As used herein, the term "residential purposes" shall (except as provided in Article III, Section 8) be construed to prohibit mobile homes or trailers being placed on

the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, not to exceed eight (8) feet in height from the natural ground to its highest roof point, shall ever be moved onto or constructed on any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon, but only with the prior written consent of the Architectural Control Committee.

2. Minimum square footage within improvements. The living area of the main residential structure (exclusive of porches, garages and servants' quarters) shall be not less than 1200 square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances, which in its sole judgment, such deviation would result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of this Declaration of Covenants, Conditions and Restrictions to the extent of the particular Lot involved.
3. Exterior materials. The exterior materials of the main residential structure shall be not less than thirty (30%) percent masonry brick, on the ground floor of the dwelling, exclusive of windows and garage door openings unless otherwise approved in writing by the Architectural Control Committee.
4. Sidewalks. Upon completion of construction of a house on a Lot, a concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire front of the lot. In addition thereto, a concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire side of any corner Lot. The plans for each residential building on each Lot shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.
5. Location of the improvements upon the Lot. No structure shall be located on any Lot nearer to the front property line or nearer to the side property line than the building line shown on the recorded plat. Subject to the provisions of Section 6 below, no part of any residence building, or garage, shall be located nearer than five (5) feet to an interior side lot line or ten (10) feet to any exterior lot line on a corner lot, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be

construed to permit any portion of the building on any Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

6. Composite building site. The Owner of one or more adjoining Lots may not consolidate these Lots or portions into one residence building site.
7. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the Subdivision and the lighting effects utilized to display sales offices or model homes.
8. Use of temporary structures. No structure of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses not to exceed eight (8) feet in height from natural ground to its highest roof point; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities or allow to be erected, placed or maintained such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties or upon properties located in additional, future platted sections contiguous to this section. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.
9. Storage of automobiles, boats, trailers, recreational vehicles and other vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle does not exceed either six feet six inches in height and/or seven feet six inches in width and/or twenty-one feet in length and it is concealed from public view inside a garage or other approved enclosure; also passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreational vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition, have current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches in height, and/or seven

feet six inches in width and/or twenty-one feet in length shall be approved.

No non-motorized vehicle, trailer, recreational vehicle, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to such Lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure, or other improvement approved by the Architectural Control Committee. If a complaint is received about a violation of any part of this, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

10. Mineral operation. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
11. Animal husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each species of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from the Lot, the pet must be on a leash at all times.
12. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry, and no chain link fence shall be placed on any Lot. All fence construction and fence construction material must not commence without the express prior approval, in writing, of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool or tennis court, if such chain link fence is not visible from any street.

13. Visual obstruction at the intersection of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadway within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

14. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is prohibited and the Owner(s) or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles which are incident to the normal residential requirements of a typical family. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers, constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of a violation by the Owner or occupant of any Lot of any covenant, condition or restriction imposed upon the Owner or Lot in this Article III and the violation continues after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation) through its agents or employees, to repair, maintain or restore the Lot, the exterior of the residence, the fence, and any other

improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and/or restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the assessment payable by said Owner and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees, shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

15. Signs, advertisements, billboards. Except for signs owned by Declarant or by builders advertising their homes during the period of original construction and home sales, no sign, poster, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing so shall not be subject to any liability of trespass or other tort in the connection therewith or arising with such removal.
16. Antennae. No electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any Lot, house or building exterior. No roof top antenna will be permitted on the outside of a residence. All antennas must be concealed within the attic or otherwise completely concealed. Installation of any satellite dish shall require prior written approval from the ACC. All satellite dishes in excess of one (1) meter in size shall be located in a fenced back yard with no part of the dish visible above the top of the fence. It is recommended that all satellite dishes less than one (1) meter in size be installed so as not to be visible from the street directly in front of the house.
17. Private utility lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company

shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee.

18. Underground electrical service. An underground electric distribution system will be installed in that part of the KLEIN ORCHARD designated Underground Residential Subdivision, which underground service area shall embrace all Lots in KLEIN ORCHARD. The Owner of each Lot in the Underground Residential Subdivision shall at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on a customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/140 volt, three-wire, and 60-cycle alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Owner has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it

having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to service such lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

19. Minimum landscape requirements. A single row of foundation planting is not acceptable. Planting beds are to be curvilinear with varied widths, with the shrub mass in tiers, smaller shrubs and ground cover in the front and larger shrubs in the rear of the beds. Grouping of shrubs of the same species provide a substantial look. Avoid planting shrubs at a constant distance from the foundation. Mulch all planting beds with 2" deep shredded dark hardwood, pine bark mulch or cypress bark mulch. No gravel of any size or color is permitted for use or substitution for shrubs, ground cover, mulch, or grasslawns, except as might be necessary for drainage. Specimen boulders and rock borders are permitted. All front yards shall be fully sodded with St. Augustine, Bermuda or other grasses approved by the ACC to cover the entire front yard and side yards up to the fence less any landscaped area. Two "yard" trees with a minimum size of 2" caliper shall be planted in the front of each lot. The required species of the trees, shrubs, ground cover and vines shall come from the Attachment "A" included in this document. Caliper sizing shall be measured three (3) feet from the base of the tree.

Street Trees - A minimum of one (1) tree from the attached list must be planted in the front yard between the sidewalk and the back of the curb (paving section). In addition corner lots must have a minimum of two (2) trees along the side lot planted between the sidewalk and the back of the curb. All trees are in addition to the trees already required. The trees must have a minimum one and a half (1-1/2) inch caliper when measured six (6) inches above grade and must have a minimum height of six (6) feet.

The builder shall install, at a minimum, the following landscaping package prior to the home being occupied by a homebuyer:

Six (6)	Five (5) gallon shrubs
Fifteen (15)	One (1) gallon shrubs

The shrubs to be used shall come from the list included in this document

20. Wind generators. No wind generators shall be erected or maintained on any Lot.

21. Solar collectors. No solar collector shall be installed without the prior written approval of the Architectural Control

Committee. Such installation shall be in harmony with the design of the dwelling. All roof-mounted solar panels and alternate energy installations must be approved in writing by the Architectural Control Committee.

22. Recreational and playground equipment. No recreational equipment or structure, such as, without limitations, basketball boards, trampolines, tether poles, play nets and swing sets, shall be erected or maintained on any Lot in a location that is visible from the front of said Lot or from a street abutting the Lot. Where permitted, such recreational equipment or structures shall not be permitted to be used in such manner as to become a nuisance or annoyance to other Lot owners.
23. Garage doors. Garage doors visible from any street shall be kept in the closed position except when the garage is being actively used by the Owner or occupant. All garages shall be enclosed by metal or wood garage doors with a paneled design in order to be harmonious in quality and color with the exterior of the appurtenant Residential Dwelling.
24. Permitted hours for construction activity. Except in an emergency or when other unusual circumstances exist, as determined by the Director or Directors of the Association, outside construction or yard work or noisy interior construction work shall be permitted only after 7:00 o'clock a.m. and before 10:00 o'clock p.m.
25. Window coverings and shades. All windows of any dwelling which are visible from either the street or any adjoining properties must be covered with appropriate window covering or shades, which window covering or shades shall be of a type and color scheme which is compatible with the style and color scheme of the exterior of the dwelling and with the general appearance of the house. Reflective glass or reflective types of solar window film are not permitted on windows which are visible from the street. The window covering or shades must be kept in an acceptable condition at all times. Extremely bold colors, primary colors (such as red, yellow and blue) or green pastels are generally not acceptable colors unless such colors are completely compatible with the exterior color scheme of the Residential Dwelling and do not present a stark appearance. Solar screens are permitted on windows only if the screens blend with the brick and roof colors. All storm doors visible from the street must be a full glass door. Burglar bars or burglar doors or gates shall not be permitted.

Article IV
Architectural Control Committee

1. Approval of building plans. No building, fence, wall, landscape embellishment, or other structure shall be commenced, erected, placed or altered on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of the same, have been approved in writing as to harmony of exterior design and color with existing structure and location with respect to topography and finished grade elevation, by the KLEIN ORCHARD Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect, at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive. Further, the Architectural Control Committee shall have no liability in connection with approval or rejection of plans or specifications, and approval of plans or lack of disapproval of plans shall never be construed or deemed as a warranty or representation concerning improvements constructed pursuant to such plans.
2. Committee membership. Declarant shall establish the Architectural Control Committee by appointing three (3) individuals as members. The choice of these individuals shall be at the sole discretion of Declarant. Subsequent to the establishment of the Architectural Control Committee, the members may, by majority vote, designate a representative to act for them. Declarant may from time to time, without liability of any character for so doing, remove or replace any members of the Architectural Control Committee as it may in its sole discretion determine. The current address of this committee is 14451 Cornerstone Village Drive, Suite 100, Houston, TX 77014.
3. Replacement. In the event of death or resignation of any member of said Committee, the remaining member or members shall appoint a successor member or members, and until such member or members shall have been so appointed, the remaining member or members shall have authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority. Declarant hereby retains its rights to assign, at any time, the duties, powers and responsibilities of the Architectural Control Committee to the Association. Said assignment shall be at the sole and absolute discretion of Declarant.

4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve, as a minimum guideline and such Architectural Control Committee shall not be bound thereby.
5. Variations. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee may exercise its authority, in its sole discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, or the alternate fence height approved), and signed by a majority of the current members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond within twenty (20) days to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the terms of the Architectural Control Committee shall not have succeeded to the authority thereof as herein provided, no variance from the covenants of this Declaration of Covenants, Conditions and Restrictions shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee, or if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

Article V.

KLEIN ORCHARD HOMEOWNERS ASSOCIATION, INC.

1. Membership. Every Owner of a Lot subject to a maintenance charge assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.
2. Voting rights. The Association shall have two classes of voting membership. Class "A" and Class "B" as follows:
- (a) CLASS A. Class "A" Members shall be all Owners with the exception of the Class "B" Members. Class "A" Members shall be entitled to one (1) vote for each Lot of which they are the Owner. In any situation where a Member is entitled personally to exercise the vote for a Lot and more than one Person holds the interest in a Lot required for membership in the Association, the vote for such Lot shall be exercised as those Persons among themselves determine and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advise, the vote for such Lot shall be suspended in the event more than one Person seeks to exercise it.
- (b) CLASS B. Class "B" Members shall be the Declarant which shall have five (5) votes for each Lot it owns in the Properties. The Class "B" Members shall be entitled to appoint and remove the members of the Board of Directors during the Class B Control Period. The Class "B" Membership shall cease upon (i) the expiration of the Class B control period or (ii) on such earlier date that the Declarant, in its discretion, so determines and records an instrument to such effect in the real property records of Harris County, Texas. In the event the Class "B" Membership ceases pursuant to clause (ii), the Declarant shall thereafter be a Class "A" Member with respect to the Lots it owns. "Class B Control Period" means the period of time ending on the date on which the Declarant has conveyed the last Lot it owns in the Properties, during which period the Class "B" Member is entitled to appoint and remove the members of the Board of Directors.
3. Non-Profit Corporation. KLEIN ORCHARD HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, has been organized; and shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.
4. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

5. Inspection of records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

Article VI.

Maintenance Assessments

1. Creation of the lien and personal obligation of assessments. Declarant, in the case of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Mere acceptance of a deed to a Lot by an Owner shall impose a vendor's lien by Declarant for the purpose of securing payment of said charge and said vendor's lien shall be assigned to the KLEIN ORCHARD HOMEOWNERS ASSOCIATION, Inc. without recourse on Declarant in any manner for the payment of said charge and indebtedness.
2. Purpose of assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. The responsibilities of the Association shall include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of walkways, steps, entry gates, or fountain areas, if any; maintain rights-of-way, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; if desired, or caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the Properties in the Subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the

judgment of the Association in the expenditure of said funds shall be final and conclusive so long as judgment is exercised in good faith.

3. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum annual assessment shall be \$360.00 per Lot.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum annual assessment may be increased each year by an amount equal to not more than ten percent (10%) above the maximum assessment which could have been made without a vote of the membership in the case of the previous year.

(b) From and after January of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum annual assessment may be increased to an amount in excess of ten percent (10%) of the maximum assessment for the previous year by a majority vote (greater than 50%) of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

4. Special assessments for capital improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority vote (greater than 50%) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and quorum for any action authorized under sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article VI, shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast five (5%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present at such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting of the

membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Rate of assessment. All lots in KLEIN ORCHARD HOMEOWNERS ASSOCIATION will commence to bear their applicable maintenance fund assessment simultaneously as provided in Section 7 of this Article and Lots in KLEIN ORCHARD, owned by Declarant are not exempt from assessment. Lots that are owned and/or occupied by resident Owners, shall be subject to the annual assessment as determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Improved Lots in KLEIN ORCHARD that are not owned and/or occupied by a resident Owner and which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident or occupant changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.
7. Date of commencement of annual assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots in KLEIN ORCHARD on the first day of the month following the conveyance of the first Lot to a resident Owner. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The payment date will be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the owner but may deliver such certificate to any party who in the Association's judgement has a legitimate reason for requesting same.
8. Effect of nonpayment of assessments: remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of twelve (12%) percent per annum, not to exceed maximum limits set by the State of Texas. The association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common area or abandonment of his Lot.

9. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

10. Owner's easements of enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of the designated recreational facility situated upon the Association's Common Area. Failure of Owner to pay such fees after having made such election shall give rise to the same liability and lien rights as set forth above, and shall be subject to the same subordination as set forth herein in the case of assessments.

(b) The right of the Association to suspend the voting rights and right to use any recreational facilities situated on the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and to publish rates and regulations for the use of the Common Area including the right of suspension of the right and easement for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be placed upon the Association or any portion of the Common Area. No such dedication or transfer shall be effective unless an instrument is signed by two-thirds (2/3rds) of all the members agreeing to such dedication or transfer has been recorded.

(d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment owed by such member to the Association remains unpaid in excess of thirty (30) days.

(e) The Association shall have the right to establish reasonable

rules and regulations governing the Member's use and enjoyment of the Common Area and facilities and suspend the right to use the Common Area and facilities for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and the facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

11. Additions to existing property. Additional residential property and Common Area, other than that previously annexed to the Properties, may be annexed to the Properties by the Declarant:

(a) Notwithstanding anything contained above, additional land representing future sections of KLEIN ORCHARD may be annexed from time to time by the Declarant, its successors or assigns, without the consent of other Owners, or their mortgagees, provided that the Federal Housing Administration or the Veterans Affairs shall determine that the annexation is in accord with the general plan for the entire development heretofore approved by them.

(b) Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another Association may be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

Article VII.

General Provisions

1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots agreeing to change or terminate said covenants in whole or in part has been recorded. The terms and provisions of this Declaration of Covenants, Conditions and Restrictions may be amended at any time when an instrument setting forth said changes and signed by ninety percent (90%) of the then Owners of

the Lots is placed of record in the real property records of Harris County. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

2. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.
3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions that shall remain in full force and effect.

EXECUTED this 21 day of September 2018.

DECLARANT:

RAJ DEVELOPMENT CORPORATION
A Texas Corporation

102



Name: Raj Natarajan Jr.

Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

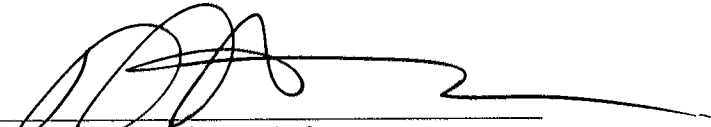
After Recording Return To:
3411 Blakewood Court
Houston, Texas 77068

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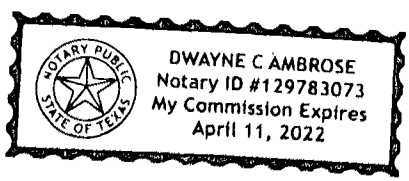
Raj Development Corp.

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This instrument was acknowledged before me on the 21st day
of September 2018, by RAS NATARAJAN, JR, who is the
VP of RAJ DEVELOPMENT CORPORATION, a Texas corporation.



Notary Public in and for
The State of Texas



RP-2018-437381

ATTACHMENT "A"
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
KLEIN ORCHARD SUBDIVISION

Plant Material - Trees

The following is a list of plant material considered to be appropriate for the Klein Orchard subdivision. Other plant material may be used, but priority should be given to plants from this palette. Palm trees, yucca and cactus may be acceptable. Individual planting plans which include these plants must be submitted to the ACC.

YARD TREES

Live Oak
Red Oak
Burr Oak
Water Oak
Bradford Pear
Cedar Elm
Pecan
Bald Cypress
Magnolia
Chinese Pistache
Slash Pine
Loblolly Pine
Sweet Gum

ORNAMENTAL TREES

Crape Myrtle
Wax Myrtle
Red Bud
Evergreen Pear
Ligustrum
Yaupon
Chinese Parasol Tree
River Birch
Parsley Hawthorn
Mexican Plum
Majestic Indian Hawthorn
Photinia Tree
Saucer Tree
American Holly
Golden Raintree

Plant Material - Shrubs

Shrubs shall be planted at spacing appropriate with the size of the plant and in accordance with acceptable industry standards.

SHRUBS

Dwarf Yaupon
Dwarf Pyracantha
Dwarf Chinese Holly
Dwarf Crape Myrtle
Dwarf Gardenia
Dwarf Nandina "Purpurea" & "Harbor"
Dwarf Pittosporum
Dwarf Juniper "Bar Harbor" & "Buffalo"
Eleagnus
Pyracantha
Pittosporum
Variegated Pittosporum
Philodendron
Cleyera
Fatsia
Compact Nandina
Nandina
Photinia "Frazeri"
Azalea Karume Varieties
Azalea Indica Varieties
Abelia
Indian Hawthorn "Clara", "Snowwhite", "Ballerina"
Gardenia
Camellia
Texas Silverleaf
Ligustrum
Italian Jasmine
Oleander
Pineapple Guava
Laurel Leaf Cocculus
Possum Haw
Pampass Grass

Plant Material - Ground Cover & Vines

Ground cover shall be planted at a spacing appropriate with size of plant and in accordance with industry standards.

Ground Cover & Vines

English Ivy
Algerian Ivy
Japanese Star Jasmine
Chinese Star Jasmine
Climbing Fig
Carolina Jasmine
Monkey Grass
Liriope / Variegated Liriope
Sprengeri Fern
Boston Fern
"New Gold" Lantana

Ajuga
Holly Fern
Honeysuckle
Trumpet Creeper
Sedum
Chinese Wisteria
Wood Fern

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"Exhibit A"

METES AND BOUNDS DESCRIPTION
TRACT 15; 19.4219 ACRES

19.4219 acres of land situated in the W. H. Mowrey Survey, Abstract 1419, Harris County, Texas, being part of Reserve "F", Traces, Section One, as shown on plat thereof recorded in Volume 316, Page 11, Map Records of Harris County, Texas, the subject 19.4219 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found on the easterly right-of-way line of Summerbrook Drive, based on 60 foot width, at its intersection with a cut-back line from Azalea Trace Drive, as shown on said plat of Traces, Section One;

THENCE, N 41° 36' 00" E, with said cut-back line, a distance of 14.14 feet to a 3/4-inch galvanized iron pipe found for corner on the southerly right-of-way line of Azalea Trace Drive, based on 60 foot width;

THENCE, N 86° 36' 00" E, with the southerly right-of-way line of Azalea Trace Drive, a distance of 163.19 feet to a 3/4-inch galvanized iron pipe found for the point of curvature of a tangent curve to the left;

THENCE, in a northeasterly direction with the southerly right-of-way line of Azalea Trace Drive, along said curve to the left having a central angle of 16° 46' 00", a radius of 2030.00 feet, an arc length of 594.05 feet to a 3/4-inch iron rod found for the point of tangency;

THENCE, N 69° 50' 00" E, with the southerly right-of-way line of Azalea Trace Drive, a distance of 500.14 feet to a 3/4-inch iron rod found for a cut-back corner from Kleinmeadow Drive, as shown on said plat of Traces, Section One;

THENCE, S 66° 38' 31" E, with said cut-back line, a distance of 14.50 feet to a 3/4-inch iron rod found for corner on a curve on the westerly right-of-way line of Kleinmeadow Drive, based on 60 foot width, from which the center of curvature bears N 66° 27' 24" E, 680.00 feet;

THENCE, in a southeasterly direction with the westerly right-of-way line of Kleinmeadow Drive, along said curve to the left having a central angle of 10° 37' 54", a radius of 680.00 feet, an arc length of 126.18 feet to a 3/4-inch galvanized iron pipe found for the point of tangency;

THENCE, S 34° 10' 10" E, with the westerly right-of-way line of Kleinmeadow Drive, a distance of 242.79 feet to a 1/2-inch iron rod found for corner;

THENCE, S 55° 45' 10" W, a distance of 20.00 feet to a 1/2-inch iron rod found for corner;

THENCE, S 34° 10' 10" E, a distance of 40.00 feet to a 1/2-inch iron rod found for corner on the northwesterly line of Kleinbrook Section One, as shown on plat thereof recorded in Volume 300, Page 61, Map Records of Harris County, Texas;

THENCE, S 55° 45' 10" W, with the northwesterly line of Kleinbrook, Section One, a distance of 935.49 feet to a 3/4-inch galvanized iron pipe with cap found for an angle point, as shown on said plat of Kleinbrook, Section One;

THENCE, S 63° 21' 13" W, with the northwesterly line of Kleinbrook, Section One, a distance of 120.00 feet to a 3/4-inch galvanized iron pipe with cap found for an angle point, as shown on said plat of Kleinbrook, Section One;

THENCE, S 78° 40' 33" W, with the northerly line of Kleinbrook, Section One, a distance of 120.00 feet to a 3/4-inch galvanized iron pipe with cap found for an angle point, as shown on said plat of Kleinbrook, Section One;

THENCE, S 86° 36' 00" W, with the northerly line of Kleinbrook, Section One, a distance of 460.00 feet to a 3/4-inch galvanized iron pipe with cap found for corner on a curve to the right, being on the easterly right-of-way line of Summerbrook Drive, from which the center of curvature bears N 86° 36' 00" E, 270.00 feet, as shown on plat of Traces, Section One;

THENCE, in a northerly direction with the easterly right-of-way line of Summerbrook Drive, along said curve to the right having a central angle of 20° 00' 00", a radius of 270.00 feet, an arc length of 94.25 feet to a 3/4-inch galvanized iron pipe found for the point of tangency;

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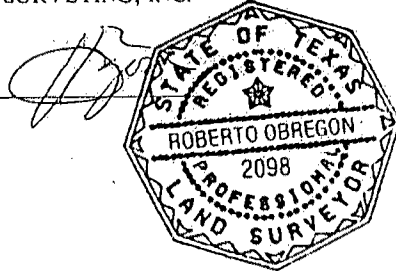
THENCE, N 16° 36' 00" E, with the easterly right-of-way line of Summerbrook Drive, distance of 69.63 feet to a 3/4-inch galvanized iron pipe found for a point of curvature of a tangent curve to the left;

THENCE, in a northerly direction with the easterly right-of-way line of Summerbrook Drive, along said curve to the left having a central angle of 20° 00' 00", a radius of 330.00 feet, an arc length of 115.19 feet to a 3/4-inch galvanized iron pipe found for point of tangency;

THENCE, N 03° 24' 00" W, with the easterly right-of-way line of Summerbrook Drive, a distance of 405.89 feet to the POINT OF BEGINNING and containing 19.4219 acres of land. Reference is made to the above property description in Drawing No. S&V/C-013 in the office of S & V Surveying, Inc.

S & V SURVEYING, INC.

By:



August 8, 1986
Project No. 00711-000-0-DEV
Dwg. No. S&V/C-013
Revised and Updated April 15, 1994

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"Exhibit B"

METES AND BOUNDS DESCRIPTION
TRACT 9; 15.1474 ACRES

15.1474 acres of land situated in the W. H. Mowrey Survey, Abstract 1419, Harris County, Texas, being part of Reserve "D", Traces, Section One, as shown on plat thereof recorded in Volume 316, Page 11, Map Records of Harris County, Texas, the subject 15.1474 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4-inch galvanized iron pipe found on the northerly right-of-way line of Azalea Trace Drive, based on 60 foot width, at its intersection with a cut-back line from Kleinmeadow Drive, as shown on said plat of Traces, Section One;

THENCE, S 69° 50' 00" W, with the northerly line of Azalea Trace Drive, a distance of 500.14 feet to a 3/4-inch iron rod found for the point of curvature of a tangent curve to the right;

THENCE, in a southwesterly direction with the northerly line of Azalea Trace Drive, along said curve to the right having a central angle of 03° 30' 20", a radius of 1970.00 feet, an arc length of 120.53 feet to a 3/4-inch iron rod found for a cut-back corner from Magnolia Trace Drive, as shown on said plat of Traces, Section One;

THENCE, N 61° 00' 24" W, with said cut-back line, a distance of 14.02 feet to a 3/4-inch galvanized iron pipe found for corner on the easterly right-of-way line of Magnolia Trace Drive, a shown on said plat of Traces, Section One;

THENCE, N 15° 29' 52" W, with the easterly right-of-way line of Magnolia Trace Drive, a distance of 9.77 feet to a 3/4-inch galvanized iron pipe found for the point of curvature of a tangent curve to the right;

THENCE, in a northerly direction with the easterly right-of-way line of Magnolia Trace Drive, along said curve to the right having a central angle of 14° 54' 41", a radius of 570.00 feet, an arc length of 148.35 feet to a 3/4-inch galvanized iron pipe found for the point of tangency;

THENCE, N 00° 35' 11" W, with the easterly right-of-way line of Magnolia Trace Drive, a distance of 203.84 feet to a 3/4-inch galvanized iron pipe found for a point of curvature of a tangent curve to the left;

THENCE, in a northwesterly direction with the easterly right-of-way line of Magnolia Trace Drive along said curve to the left having a central angle of 35° 48' 11", a radius of 630.00 feet, an arc length of 393.67 feet to a 3/4-inch galvanized iron pipe found for a point of reverse curve;

THENCE, in a northwesterly direction with the easterly right-of-way line of Magnolia Trace Drive, along a curve to the right having a central angle of 08° 06' 35", a radius of 500.00 feet, an arc length of 70.77 feet to a 1/2-inch iron rod found for a point of reverse curve;

THENCE, in a northwesterly direction with the easterly line of Magnolia Trace Drive, along a curve to the right having a central angle of 07° 31' 36", a radius of 500.00 feet, an arc length of 65.68 feet to a 3/4-inch galvanized iron pipe found for corner on the northwesterly line of a 60 foot wide Transco Gas Pipeline Corporation easement described in deed recorded in Volume 2057, Page 672, Deed Records of Harris County, Texas, and shown on said plat of Traces Section One, and amended in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. F911519, Film code No. 116-88-1644 and County Clerk's File No. G319206, Film Code No. 143-99-1525;

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THENCE N 47° 00' 32" E, with the northwesterly line of said Transco Gas Pipeline Corporation easement, a distance of 28.30 feet to a 1/2-inch iron rod found for an angle point, as shown on said plat of Traces, Section One;

THENCE, N 57° 27' 30" E, with the northwesterly line of said Transco Gas Corporation easement, a distance of 650.53 feet to a 1/2-inch iron rod found for corner on the southwesterly right-of-way line of Kleinmeadow Drive;

THENCE, S 49° 51' 18" E, with the southwesterly line of Kleinmeadow Drive, a distance of 43.89 feet to a 3/4-inch iron rod found for the point of curvature of a tangent curve to the right;

THENCE, in a southeasterly direction with the southwesterly line of Kleinmeadow Drive, along said curve to the right having a central angle of 07° 45' 49", a radius 610.00 feet, an arc length of 82.65 feet to a 3/4-inch galvanized iron pipe found for a point of reverse curve;

THENCE, in a southeasterly direction with the southwesterly line of Kleinmeadow Drive, along a curve to the left having a central angle of 02° 36' 30", a radius of 500.00 feet, an arc length of 22.76 feet to a 3/4-inch galvanized iron pipe found for a point of reverse curve;

THENCE, in a southeasterly direction with the southwesterly line of Kleinmeadow Drive, along a curve to the right having a central angle of 24° 53' 41", a radius of 500.00 feet, an arc length of 217.25 feet to a 3/4-inch galvanized iron pipe found for a point of compound curve;

THENCE, in a southeasterly direction with the westerly line of Kleinmeadow Drive, along a curve to the right having a central angle of 31° 06' 36", a radius of 620.00 feet, an arc length of 336.64 feet to a 3/4-inch galvanized iron pipe found for the point of tangency;

THENCE, S 11° 18' 17" W, with the westerly line of Kleinmeadow Drive, a distance of 50.00 feet to a 3/4-inch galvanized iron pipe found for the point of curvature of a tangent curve to the left;

THENCE, in a southeasterly direction with the westerly line of Kleinmeadow Drive along said curve to the left having a central angle of 28° 06' 01", a radius of 680.00 feet, an arc length of 333.50 feet to a 3/4-inch galvanized iron pipe found at a cut-back corner from Azalea Trace Drive, as shown on said plat of Traces, Section One;

THENCE, S 26° 18' 31" W, with said cut-back line, a distance of 14.50 feet to the POINT OF BEGINNING and containing 15.1474 acres of land. Reference is made to the above property description in Drawing No. S&V/C-014 in the office of S & V Surveying, Inc.

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"Exhibit C"

STATE OF TEXAS
COUNTY OF HARRIS
W.H. MOWREY SURVEY, ABSTRACT No. 1419

2.1330 ACRES OF LAND LOCATED IN THE W.H. MOWREY SURVEY, ABSTRACT NO. 1419 AND BEING OUT OF AND A PART OF UNRESTRICTED RESERVE "G" OF TRACES SECTION ONE, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 316, PAGE 11 OF THE HARRIS COUNTY MAP RECORDS, SAID 2.1330 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the the Southwesterly cutback corner of the intersection of the North right-of-way line of Kleinbrook Drive (based on a 100 foot wide public right-of-way) and the West right-of-way line of Summerbrook Drive (based on a 60 foot wide public right-of-way), said point being the most Southerly Southeast corner of said Unrestricted Reserve "G";

THENCE South 86°36'00" West, along said North right-of-way line of Kleinbrook Dr., a distance of 105.00 feet to the Southwest corner of the herein decribed tract;

THENCE North 03°25'15" West, over and across said Reserve "G", a distance of 134.04 feet to an angle point;

THENCE North 01°57'38" East, over and across said Reserve "G", a distance of 84.45 feet to an angle point;

THENCE North 16°43'40" East, over and across said Reserve "G", a distance of 134.32 feet to an angle point;

THENCE North 04°33'32" East, over and across said Reserve "G", a distance of 42.45 feet to an angle point;

THENCE North 03°24'00" West, over and across said Reserve "G", a distance of 403.81 feet to a point located in the South right-of-way line of Azalea Trace Drive (based on a variable width public right-of-way), said point being the Northwest corner of the herein described tract;

THENCE North 75°26'33" East, along the said South right-of-way line of Azalea Trace, a distance of 5.61 feet to the beginning of a curve to the right;

THENCE along said curve to the right having a Radius of 500.00 feet, an Arc Length of 100.17 feet and a Chrod which bears North 80°51'38" East, a distance of 100.00 feet to the most Northerly cutback corner of the intersection of said South right-of-way line of Azalea trace and said West right-of-way line of Summerbrook Drive;

THENCE South 48°22'22" East, along said cutback line, a distance of 14.15 feet to the most Southerly cutback corner of the intersection of the South right-of-way line of Azalea Trace Drive and the West right-of-way line of Summerbrook Drive;

THENCE South 03°24'00" East, along said West right-of-way line of Summerbrook Drive, a distance of 405.56 feet to the beginning of a curve to the right;

THENCE along said curve to the right having a Radius of 270.00 feet, an Arc Length of 94.25 feet and a Chord which bears South 06°35'28" West, a distance of 93.77 feet to a point of tangency;

THENCE South 16°33'28" West, continuing along said West right-of-way line of Summerbrook Drive, a distance of 69.63 feet to the beginning of a curve to the left;

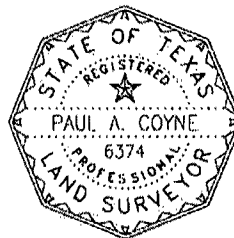
THENCE along said curve to the left having a Radius of 330.00 feet, an Arc Length of 115.14 feet and a Chrod which bears South 06°35'44" West, a distance of 114.56 feet to the point of tangency;

THENCE South 03°24'00" East, continuing along said West right-of-way line of Summerbrook Drive, a distance of 105.00 feet to the most Northerly Southeast corner of the herein described tract;

THENCE South 41°36'00" West, a distance fo 14.14 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 2.1330 Acres, or 92,916 Square Feet of land.

Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374

**TETRA**
SURVEYS & APPRAISALS
2109 LENINGTON ST.
HOUSTON, TEXAS 77098
(P) 713-462-6100 (F) 713-432-1003
E-MAIL: SURVEY@TSATX.COM
www.TSATX.com
Texas Board Of Professional Land Surveying
Registration License No. 16127300



RECORDER'S MEMORANDUM:

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

RP-2018-437381

FILED FOR RECORD

2:38:03 PM

Monday, September 24, 2018

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Monday, September 24, 2018



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2018-437381