

DECLARATION OF EASEMENTS, RESTRICTIONS,
COVENANTS AND CONDITIONS

FOR

WESTGATE COURT

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, TIERRA VENTURE, LTD., a Texas limited partnership, is the owner of that certain real property (the "Property") in Harris County, Texas, together with all improvements located thereon, to-wit:

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being that certain patio home development in the City of Houston, Texas, consisting of ten (10) lots to be known as Westgate Court, said lots being designated as lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 (the "Lots") and being more particularly described by metes and bounds on Exhibit "A" attached to and made a part hereof for all purposes; and

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WHEREAS, Declarant is desirous of placing and imposing a uniform general plan or scheme of restrictions, easements, covenants and conditions upon and against the Property, Lots and common area, for the preservation of values and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof (an "Owner").

HOLD

COPY

NOW THEREFORE, Declarant, acting by and through its duly authorized representatives, does hereby adopt, place, impose, declare and publish the following restrictions, easements, covenants and conditions, which shall run with the Property for the period of their duration, upon each and every Lot as described in Exhibit "A", except as otherwise stated herein. If any of the provisions hereinafter set forth shall be invalid or unenforceable for any reason, the remaining provisions shall not be affected or impaired thereby, but shall remain in full force and effect.

I.

TERM

Subject to the provisions of Section VIII hereof, the restrictions, easements, covenants and conditions established hereby shall be and remain in full force and effect until January 1, 2029, at which time the same shall be automatically extended for successive periods of ten (10) years each, unless during any of such extension periods after January 1, 2029, a majority of the then Owners of Lots in Westgate Court shall by duly executed, acknowledged and recorded instruments agree to terminate these restrictions, covenants and conditions in whole or in part. Any whole or partial termination shall thereupon be applicable to all Lots.

II.

ENFORCEMENT

In the event any person, firm, party, entity or corporation shall violate or attempt to violate any restriction, covenant or condition established hereby, it shall be lawful for Declarant, the Architectural Control Committee, original or successor, or any party owning or having an interest in any Lot or the common area in said Westgate Court, in addition to the remedies provided for in Section VII hereof, to institute and prosecute any suit at law or in equity against such violator or attempted violator to enjoin or prevent such violation or to recover damages or dues or both. Any person or party advancing purchase money to any Owner of a Lot which purchase money is secured by liens thereon is declared to have an interest in same and may seek enforcement hereof as herein provided.

III.

USE RESTRICTIONS

1. Each Lot in Westgate Court shall be used and occupied for single-family residential purposes only, except as otherwise temporarily permitted in paragraph 16 below. The term residential purposes shall exclude hospital, clinic, commercial, business and professional uses, all of which are hereby expressly prohibited. This restriction shall not prevent the use of bonafide domestic servants domiciled with an Owner or tenant.
2. No building shall be erected, altered, modified, placed or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed three (3) stories in height and a private garage for at least one (1), but no more than three (3), automobiles.

3. No building, fence, wall or other structure, (including but not limited to television antennas and other protrusions from a window or roof, sprinkler system, landscaping fence and outdoor lighting) shall be commenced, constructed or erected on any Lot until the written plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing, as to the conformity and harmony of external design with existing structures in this patio home subdivision, by the Architectural Control Committee created hereunder. In the event any such plans and specifications are not approved or disapproved within thirty (30) days from their submission to the Architectural Control Committee, they shall be deemed to be approved.
5. No residential structure shall be constructed or placed upon a Lot unless its living area consists of a minimum of 1800 square feet.
6. No noxious or offensive activity or nuisance shall be carried on, permitted or suffered to remain on any Lot which endangers the health or disturbs the reasonable enjoyment of any other resident or Owner.
7. The raising or keeping of hogs, horses, cattle, poultry, sheep, goats, livestock or dangerous animals on the Property, or any portion thereof, is strictly prohibited.
8. No water well, septic system or cesspool shall be permitted.
9. No intoxicating beverages, drugs or wares of any kind shall be sold or offered for sale on any Lot, nor shall any other type or kind of business whatsoever be conducted or permitted thereon.
10. No Lot shall be used for any vicious, illegal, immoral or dangerous purpose,

nor shall any person discharge any firearms or dangerous device capable of killing or injuring persons or causing property damage on or about the Property.

11. No open fires shall be permitted on any Lot, except in interior fireplaces or small, safe outdoor cooking facilities such as charcoal or gas grills, which shall be used in a manner which does not create a hazard of fire or injury to persons or property.

12. No oil or natural gas drilling, development or refining shall be permitted, nor shall quarrying, mining, tunneling or excavating be permitted on any Lot.

13. No trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on any portion of the Property. All sanitary containers for the disposal of such material shall be kept in a clean and sanitary condition.

14. No boats, trailers, motorcycles, campers or other vehicles (other than the personal primary automobiles of the Owners of each Lot), equipment or machinery of any kind shall be permitted to park on any Lot or the common area except in a closed garage, provided however that vehicles for delivery, removal of trash and debris, service, repair or maintenance, may be parked thereon on a temporary basis, not to exceed two (2) hours in length.

15. No sign or display of any kind shall be displayed to the public view, except that Declarant, or its designees, agents and servants, may place signs on or about the Property, advertising the Property, or any portion thereof, for sale or rent until all Lots are sold or rented.

16. A sales office may be built and used on any Lot within Westgate Court by Declarant, or its designees, agents and servants, until all Lots are sold.

17. No Owner of any Lot shall be permitted to keep more than two common household pets (such as dogs and cats) per Lot, provided however that they shall not be kept, bred or maintained for commercial purposes. All pets must remain leashed when outside of a fenced Lot.

18. Outdoor drying of clothes is strictly prohibited.

19. Outside construction work or noisy interior construction work shall be permitted only Monday through Saturday between the hours of 8:00 a.m. and 5:00 p.m. This provision shall not apply to construction by Declarant, or its designees, agents or servants, until all Lots are sold and all living units are completed.

20. No Owner of a Lot shall conduct or permit any act or work that will impair the structural soundness or integrity of another patio home, or impair any easement or hereditament, or do any act or allow any condition to exist which adversely affects any other patio home or its Owner.

IV.

ARCHITECTURAL CONTROL COMMITTEE

Until all Lots are sold, the Architectural Control Committee (herein so called) shall consist of three (2) officers of **EISTETTER AND MEGARITY BUILDERS, INC.**, whose names shall be made available to the Owners of all Lots at the offices of said company. The members of the committee shall serve without compensation, but shall be reimbursed out of maintenance fund for their reasonable and necessary expenses.

At such time as all Lots are sold by Declarant, or its designees, to individual Lot Owners, and the living units thereon are completed, the Architectural Control Committee shall automatically dissolve, and all of the powers, duties and functions of such committee shall pass to and be exercised by a successor Architectural Control Committee to be established, and its members appointed, by a majority of the Owners of the Lots within Westgate Court.

At all times, the Architectural Control Committee, original or successor, shall have the full power and authority to reject any plans and specifications that are inconsistent with the construction or architectural design requirements of Westgate Court, that are not compatible with existing designs, or that contain conditions or circumstances which would adversely affect the harmony, beauty or aesthetic qualities of Westgate Court. Any decision of the Architectural Control Committee shall be binding, final and conclusive, not only upon the party submitting plans and specifications, but upon the Owners of all Lots.

V.

EASEMENTS

There are hereby created four (4) private utility easements (the "**Utility Easements**") upon, across, over, through and under the Property as more particularly described by metes and bounds on Exhibit "B", attached hereto and incorporated herein for all purposes.

The Utility Easements are designated as private utility easements for the installation, operation and maintenance of facilities for the transmission of electricity, telephone, gas, cable television, water, wastewater, and other utility services, which utilities, within the

Utility Easements, shall be maintained by the Architectural Control Committee.

Each of Declarant, for itself and its successors and assigns, reserves and retains the right to utilize the Utility Easements in such a manner so as to not unreasonably interfere with the use thereof by owners of the Lots for the purposes permitted hereby, including without limitation, the right of Declarant to cross the same with fences, landscaping, sidewalks, driveways and other paved surfaces, and to grant other easements therein.

There is hereby created an express easement upon, across, over, through and under that certain private drive (the "**Private Drive**") as more particularly described by metes and bounds on Exhibit "C", attached hereto and incorporated herein for all purposes.

The Private Drive is designated as a private drive access and drainage easement, as well as a private utility easement for transmission of electricity, telephone, gas, cable television, water, wastewater, and other utility services, and such easement, along with the utilities therein, shall be maintained by the Architectural Control Committee.

Each of Declarant, for itself and its successors and assigns, reserves and retains the right to utilize the Private Drive in such a manner so as to not unreasonably interfere with the use thereof by owners of the Lots for the purposes permitted hereby, including without limitation, the right of Declarant to cross the same with fences, landscaping, sidewalks, driveways and other paved surfaces, and to grant other easements therein.

The Private Drive shall be for the use and benefit of all Owners owning Lots, their families, guests or invitees, and their right to ingress, egress and use shall be had at all times, subject to such restrictions as are imposed hereby.

There is also hereby created an express easement upon, across, over, through and

under the Private Drive for the purpose of installing, constructing, maintaining and operating the Private Drive, along with all utilities, fences, gates, landscaping or other improvements thereon.

There is hereby created a blanket easement upon, across, over, through and under all Lots for ingress and egress, installation, replacement, repair and maintenance of utilities, including but not limited to water, sewer, telephone, electricity, cable and natural gas. By virtue hereof, it is expressly permissible for utility companies or private parties to affix and maintain pipes, wires, conduits or other service lines on, above, across, through and under the roofs and walls of the Lots and living units thereon. Notwithstanding anything contained herein to the contrary, following the sale of any Lot to an individual Owner, all utilities intended to service only such Lot shall be maintained by the Owner thereof, and except as to the Private Road, the Utility Easements, and any Additional Easements created as provided hereinbelow, the blanket easement created herein shall be used in a manner which does not unreasonably interfere with any Owner's use and enjoyment of its Lot and the improvements thereon. The decision of the Declarant and the Architectural Control Committee, original or successor, with respect to the reasonableness of the use of any of the easements created herein, shall be final, binding and conclusive upon all owners of all Lots.

There is hereby created a blanket easement upon, across, over, through and under all Lots for ingress and egress in maintaining building exteriors, fences, gates, walls, landscaping, shrubs and grass.

There is hereby created an express easement for encroachments created by construction, natural movement or settling and over-hang of structures built on the entire

premises covered hereby.

The Owners of Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or serve other Lots, but each Lot Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Declarant or the Architectural Control Committee shall have the right to grant, dedicate, reserve or otherwise create, at any time, or from time to time, additional easements (the "**Additional Easements**") for private utility purposes, including, without limitation, electricity, telephone, gas, cable television, water, wastewater, and other utility services, upon, over, across, through or under the property; provided such additional easements do not interfere with any existing building on any Lot.

The easements described herein are and shall be for the private use only of the owners of the Lots, Declarant and the Architectural Control Committee, as well as their respective substitutes, successors and assigns, and no dedication of a public easement, either express or implied, is created or intended to be created hereby. Furthermore, notwithstanding anything to the contrary contained herein, no obligation shall be placed on the City of Houston to maintain the water, wastewater or storm sewer lines upon or under the easements described herein.

NEITHER TIERRA VENTURE, LTD., EISTETTER & MEGARITY BUILDERS, INC., THE ARCHITECTURAL CONTROL COMMITTEE, ANY UTILITY COMPANY, NOR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, USING THE EASEMENTS HERETOFORE DESCRIBED SHALL BE LIABLE FOR ANY DAMAGES DONE BY THEM OR THEIR

RESPECTIVE ASSIGNS, AGENTS, EMPLOYEES, OR SERVANTS TO SHRUBBERY, TREES OR FLOWERS OR OTHER PROPERTY SITUATED IN THE AREA OF LAND COVERED BY THE DESCRIBED EASEMENT.

VII.

ANNUAL MAINTENANCE CHARGE

Each and every Lot in Westgate Court, which in hereafter sold by Declarant, shall be automatically subject to and assessed an annual maintenance charge for the common use and benefit of the Owners of all Lots. The amount of the initial annual maintenance charge applicable to each Lot shall be Six Hundred and No/100 Dollars (\$600.00). The full amount of the annual maintenance charge shall be paid in advance on the 1st day of January of each year, beginning on January 1, 1999, provided, however, that upon the sale of each Lot during any calendar year, the purchaser shall pay in advance only a prorata part of said annual maintenance charge for the balance of the calendar year in which the sale is consummated, with the first full year's payment due the following January.

The annual maintenance charge shall be paid to, collected and administered by the Architectural Control Committee, original or successor. The maintenance fund shall be used, to the extent sufficient, for the common benefit of all Owners of Lots and may be paid or expended for such purposes as the Architectural Control Committee deems necessary, including, but not limited to, upkeep, maintenance, operations, repair and insurance, if any, with respect to the Private Drive, the sidewalks, and the fences, walls and gates, as well as the care and maintenance of grass and shrubs, the maintenance of the common utilities, the

operation of gas lights and trash collection and removal. The good faith acts of the Architectural Control Committee in the administration or expenditure of such funds shall be binding and conclusive on all parties Lot Owners.

At such time as all Lots are sold by Declarant, or the expiration of three (3) years from the date of execution hereof (whichever shall first occur), a property owners association or civic club consisting of the individual Owners of the Lots in Westgate Court may be organized on any basis agreed to by a majority of such Owners. Thereupon, the collection and administration of said annual maintenance charge shall be transferred to such organization or its appointed representative.

The annual maintenance charge may be adjusted from year to year commencing January 1, 2000, by the party designated above in its sole discretion as the needs of the common benefits may require. However, in no event shall the annual maintenance charge per Lot exceed Twelve Hundred and No/100 Dollars (\$1,200.00) per Lot, unless the Owners of at least nine (9) Lots agree to increase the amount of the annual maintenance charge in excess of that figure, by an instrument in writing, signed by such Owners, acknowledged and filed for record. So long as Declarant owns any Lot or Lots within Westgate Court, such Lot shall not be subject to or assessed any maintenance charge whatsoever.

The annual maintenance charge, as herein provided, shall continue in force and effect until January 1, 2027, and thereafter shall continue for successive periods of five (5) years each, unless during any such five-year period, the then Owners of a simple majority of the Lots shall agree by written instrument, duly signed, acknowledged and filed of record, to terminate and discontinue such annual maintenance charge.

The payment of the annual maintenance charge shall be a continuing personal covenant of the Owner of each Lot (other than Declarant) and any subsequent Owner, and shall be a covenant running with the land. If any such assessment is not paid within thirty (30) days after the due date, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date due, and the party designated to collect and administer such fund may bring an action in law against the delinquent Owner personally obligated to pay same and/or foreclose the lien herein reserved against the property. In any such action, in addition to the delinquent amount and interest thereon, the delinquent party shall be liable for court costs and reasonable attorney's fees.

It is expressly provided that the annual maintenance charge for each Lot shall be secured by a continuing lien in the nature of a vendor's lien against each Lot subject thereto in favor of the corporation, committee, representative or organization entitled to collect same, and as such shall be a charge on the land, running therewith.

The lien for annual maintenance charges provided for above is and shall be expressly inferior and subordinate to the lien of any mortgage or mortgages granted or created by an Owner of any Lot to secure the payment of money advanced or loaned for purchasing and/or improving any Lot.

VIII.

AMENDMENT

The Owners of two-thirds (2/3rds) of the total number of then existing Lots in Westgate Court shall have the power and authority to amend, change, modify, revise or

terminate this Declaration, in whole or in part, at any time and from time to time by duly executed, acknowledged and recorded instruments; provided, until all Lots are sold by Declarant, no such amendment, change, modification, revision or termination shall be effective unless and until approved in writing by Declarant. Notwithstanding the foregoing, for so long as Declarant owns any portion of the Property, Declarant reserves the sole and exclusive right, without joinder or consent of any Owner or any other person, to amend, from time to time and at any time, this Declaration, provided any such amendment is not inconsistent with the scheme of development contemplated hereby.

IX.

GENERAL PROVISIONS

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be deemed made as though in each instance fully expressed.

In the event that this document should come under Court scrutiny and interpretation, it is the intent of Declarant that the provisions hereof be liberally construed so as to protect the values, amenities, rights and enjoyment of all of the Owners as a whole and strictly construed against any person seeking to vitiate, modify or interpret the provisions hereof for personal benefit.


IN WITNESS WHEREOF, this instrument is executed in Houston, Harris County, Texas, on the 31st day of August, 1998, by the undersigned officer of R, S, T & L, Inc., a Texas corporation, as general partner of TIERRA VENTURE LTD., a Texas limited partnership, acting in her capacities and pursuant to a resolution unanimously passed by the Board of Directors of each corporation.

DECLARANT

TIERRA VENTURE, LTD., a
Texas limited partnership

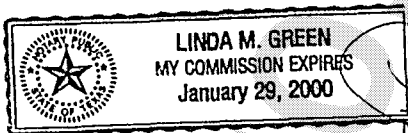
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By: R, S, T & L, Inc., a Texas corporation

By: 
Terrence R. Lewis, vice president

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me the undersigned authority, on this the 31st day of August, 1998, personally appeared Terrence R. Lewis, vice president of R, S, T & L, Inc., a Texas corporation, as general partner of **TIERRA VENTURE LTD.**, a Texas limited partnership.




Notary Public in and for
the STATE OF TEXAS

LOT 1**DESCRIPTION OF A 0.0436-ACRE
(1900 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS**

Being a 0.0436-acre (1900 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 5, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., at 50.00 feet pass a ½-inch iron rod marking the southwest corner of said Lot 2, being the southeast corner of Lot 3, Block 5 of said Rochow Addition, at 100.00 feet pass a 5/8-inch iron rod marking the southwest corner of the said Lot 3, being the southeast corner of Lot 4, Block 5 of said Rochow Addition, a total distance of 150.00 feet to a ½-inch iron rod marking the southwest corner of said Lot 4, being the southeast corner of said Lot 5, also being the southeast corner and the Point of Beginning of the herein described tract of land;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 5, being the north right-of-way line of said West Dallas St., a distance of 50.00 feet to a ½-inch iron rod marking the southwest corner of the said Lot 5, also being the southeast corner of Lot 6 of the said Rochow Addition, also being the southwest corner of the herein described tract of land;

THENCE North, with the west line of the said Lot 5, being the east line of the said Lot 6, a distance of 38.10 feet to a ½-inch iron rod marking the southwest corner of Pad 2 and marking the northwest corner of the herein described tract of land;

THENCE North 85 deg. 52 min. 00 sec. East, with the south line of Pad 2, a distance of 50.00 feet to a ½-inch iron rod lying in the east line of the said Lot 5, being the west line of the said Lot 4, also being the west line of Pad 5, and marking the northeast corner of the herein described tract of land;

521-13-3307

THENCE South, with the east line of the said Lot 5, being the west line of the said Lot 4, being the west line of Pad 5, a distance of 38.10 feet to the Point Of Beginning and containing 0.0436 acres (1900 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/28/98

LOT 2

**DESCRIPTION OF A 0.0344-ACRE
(1,500 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS**

Being a 0.0344-acre (1500 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 5, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., at 50.00 feet pass a ½-inch iron rod marking the southwest corner of said Lot 2, being the southeast corner of Lot 3, Block 5 of said Rochow Addition, at 100.00 feet pass a 5/8-inch iron rod marking the southwest corner of the said Lot 3, being the southeast corner of Lot 4, Block 5 of said Rochow Addition, a total distance of 150.00 feet to a ½-inch iron rod marking the southwest corner of said Lot 4, being the southeast corner of said Lot 5, also being the southeast corner of Pad 1, also being the southwest corner of Pad 5;

THENCE North, with the west line of the said Lot 4, also being the east line of the Lot 5, also being the east line of Pad 1, also being the west line of Pad 5, a distance of 38.10 feet to a ½-inch iron rod marking the northeast corner of Pad 1, also being the southeast corner and the Point Of Beginning of the herein described tract of land;

THENCE South 85 deg. 52 min. 00 sec. West, with the north line of the said Pad 1, a distance of 50.00 feet to a ½-inch iron rod lying in the west line of the said Lot 5, being the east line of Lot 6 of the said Rochow Addition, also marking the northwest corner of Pad 1, and marking the southwest corner of the herein described tract of land;

THENCE North, with the west line of the said Lot 5, also being the east line of the said Lot 6, a distance of 30.08 feet to a ½-inch iron rod marking the southwest corner of Pad 3, and marking the northwest corner of the herein described tract of land;

THENCE North 85 deg. 52 min. 00 sec. East, with the south line of Pad 3, a distance of 50.00 feet to a ½-inch iron rod lying in the east line of the said Lot 5, being the west line of the said Lot 4, also being the west line of Pad 4, also marking the southeast corner of Pad 3, and marking the northeast corner of the herein described tract of land;

THENCE South, with the east line of the said Lot 5, being the west line of the said Lot 4, also being the west line of Pad 4, at 13.32 feet cross a ½-inch iron rod marking the southwest corner of Pad 4, being the northwest corner of Pad 5, and continuing with the west line of Pad 5, a total distance of 30.08 feet to the Point Of Beginning and containing 0.0344 acres (1,500 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/28/98

LOT 3

DESCRIPTION OF A 0.0367-ACRE
(1,600 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS

Being a 0.0367-acre (1600 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 5, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., at 50.00 feet pass a ½-inch iron rod marking the southwest corner of said Lot 2, being the southeast corner of Lot 3, Block 5 of said Rochow Addition, at 100.00 feet pass a 5/8-inch iron rod marking the southwest corner of the said Lot 3, being the southeast corner of Lot 4, Block 5 of said Rochow Addition, a total distance of 150.00 feet to a ½-inch iron rod marking the southwest corner of said Lot 4, being the southeast corner of said Lot 5, also being the southeast corner of Pad 1, also being the southwest corner of Pad 5;

THENCE North, with the west line of the said Lot 4, also being the east line of the Lot 5, also being the east line of Pad 1, also being the west line of Pad 5, at 38.10 feet cross a ½-inch iron rod marking the northeast corner of Pad 1, being the southeast corner of Pad 2, at 54.86 feet cross a ½-inch iron rod marking the northwest corner of Pad 5, being the southwest corner of Pad 4, a total distance of 68.18 feet to a ½-inch iron rod marking the northeast corner of Pad 2, also being the southeast corner and the Point Of Beginning of the herein described tract of land;

THENCE South 85 deg. 52 min. 00 sec. West, with the north line of Pad 2, a distance of 50.00 feet to a ½-inch iron rod lying in the west line of said Lot 5, being the east line of said Lot 6, also marking the northwest corner of Pad 2, and marking the southwest corner of the herein described tract of land;

THENCE North, with the west line of the said Lot 5, being the east line of the said Lot 6, a distance of 32.08 feet to a ½-inch iron rod marking the northwest corner of the said Lot 5, also marking the northeast corner of the said Lot 6, and marking the northwest corner of the herein described tract of land;

521-13-3311

THENCE North 85 deg. 52 min. 00 sec. East, with the north line of the said Lot 5, being the south line of Lot 12, Block 5 of the said Rochow Addition, at 25.13 feet cross a found ½-inch iron rod, a total distance of 50.00 feet to a ½-inch iron rod, marking the northeast corner of the said Lot 5, also being the northwest corner of said Lot 4, also being the southeast corner of the said Lot 12, also being the southwest corner of Lot 13, Block 5 of the said Rochow Addition, also being the northwest corner of Pad 4 and being the northeast corner of the herein described tract of land;

THENCE South, with the east line of the said Lot 5, being the west line of said Lot 4, also being the west line of Pad 4, a distance of 32.08 feet to the Point Of Beginning and containing 0.0367 acres (1,600 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/28/98

LOT 4

**DESCRIPTION OF A 0.0540-ACRE
(2,354 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS**

Being a 0.0540-acre (2,354 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 4, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, also being the southeast corner of Pad 10 and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., also being the south line of Pad 10, at 50.00 feet cross a ½-inch iron rod marking the southwest corner of said Lot 2, being the southeast corner of said Lot 3, also being the southwest corner of Pad 10, also being the southeast corner of Pad 6, and continuing with the south line of said Lot 3, being the north right-of-way line of said West Dallas St., also being the south line of Pad 6, a total distance of 100.00 feet to a ½-inch iron rod marking the southwest corner of said Lot 3, being the southeast corner of said Lot 4, also being the southwest corner of Pad 6, also being the southeast corner of Pad 5;

THENCE North, with the west line of the said Lot 3, being the east line of the said Lot 4, also being the west line of Pad 6, also being the east line of Pad 5, a distance of 51.25 feet to a ½-inch iron rod marking the northeast corner of Pad 5, also being the southeast corner and the Point Of Beginning of the herein described tract of land;

THENCE West, with the north line of Pad 5 a distance of 49.87 feet to ½-inch iron rod lying in the west line of said Lot 4, being the east line of Lot 5, Block 5 of the said Rochow Addition, also being the east line of Pad 2, also marking the northwest corner of Pad 5 and marking the southwest corner of the herein described tract of land;

THENCE North, with the west line of the said Lot 4, being the east line of the said Lot 5, also being the east line of Pad 2, at 13.32 feet cross a ½-inch iron rod marking the northeast corner of Pad 2, also being the southeast corner of Pad 3, a total distance of 45.40 feet to a ½-inch iron rod marking the northwest corner of the said Lot 4, also marking the northeast corner of the said Lot 5, also marking the southeast corner of Lot 12, Block 5 of the said Rochow Addition, also marking the southwest corner of Lot 13, Block 5 of the said Rochow Addition, also marking the northeast corner of Pad 3 and marking the northwest corner of the herein described tract of land;

THENCE North 85 deg. 52 min. 00 sec. East, with the north line of the said Lot 4, being the south line of the said Lot 13, a distance of 50.00 feet to a ½-inch iron rod marking the northeast corner of the said Lot 4, also marking the northwest corner of the said Lot 3, also marking the southeast corner of the said Lot 13, also marking the southwest corner of Lot 14, Block 5 of the said Rochow Addition, also marking the northwest corner of Pad 7 and marking the northeast corner of the herein described tract of land;

THENCE South, with the east line of the said Lot 4, being the west line of the said Lot 3, also being the west line of Pad 7, at 46.59 feet cross a ½-inch iron rod marking the southwest corner of Pad 7, also marking the northwest corner of Pad 6, a total distance of 49.01 feet to the Point Of Beginning and containing 0.0540 acres (2,354 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/28/98

LOT 5

DESCRIPTION OF A 0.0607-ACRE
(2,645 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS

Being a 0.0607-acre (2,645 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 4, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., at 50.00 feet pass a ½-inch iron rod marking the southwest corner of said Lot 2, being the southeast corner of Lot 3, Block 5 of said Rochow Addition, a total distance of 100.00 feet to a ½-inch iron rod marking the southwest corner of said Lot 3, being the southeast corner of said Lot 4, also marking the southwest corner of Pad 6 and the southeast corner of the herein described tract of land;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 4, being the north right-of-way line of said West Dallas St., a distance of 50.00 feet to a ½-inch iron rod marking the southwest corner of said Lot 4, also marking the southeast corner of Lot 5, Block 5 of the said Rochow Addition, also marking the southeast corner of Pad 1 and marking the southwest corner of the herein described tract of land;

THENCE North, with the west line of the said Lot 4, also being the east line of the said Lot 5, also being the east line of Pad 1, at 38.10 feet cross a ½-inch iron rod marking the northeast corner of Pad 1, also being the southeast corner of Pad 2, a total distance of 54.86 feet to a ½-inch iron rod marking the southwest corner of Pad 4 and marking the northwest corner of the herein described tract of land;

THENCE East, with the south line of Pad 4, a distance of 49.87 feet to a ½-inch iron rod lying in the east line of said Lot 4, also being the west line of said Lot 3, also being the west line of Pad 6, and marking the southeast corner of Pad 4 and marking the northeast corner of the herein described tract of land;

THENCE South with the east line of said Lot 4, also being the west line of said Lot 3, also being the west line of Pad 6, a distance of 51.25 feet to the Point Of Beginning and containing 0.0607 acres (2,645 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/28/98

LOT 6

**DESCRIPTION OF A 0.0594-ACRE
(2,585 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS**

Being a 0.0594-acre (2,585 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 3, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., also being the south line of Pad 10 a distance of 50.00 feet to a ½-inch iron rod marking the southwest corner of said Lot 2, also being the southeast corner of said Lot 3, also marking the southwest corner of Pad 10, also being the southeast corner and the Point Of Beginning of the herein described tract of land;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 3, being the north right-of-way line of said West Dallas St., a distance of 50.00 feet to a ½-inch iron rod marking the southwest corner of said Lot 3, also marking the southeast corner of Lot 4, Block 5 of the said Rochow Addition, also marking the southeast corner of Pad 5 and marking the southwest corner of the herein described tract of land;

THENCE North, with the west line of the said Lot 3, also being the east line of the said Lot 4, also being the east line of Pad 5, at 51.25 feet cross a ½-inch iron rod marking the northeast corner of Pad 5, also being the southeast corner of Pad 4, a total distance of 53.67 feet to a ½-inch iron rod marking the southwest corner of Pad 7 and marking the northwest corner of the herein described tract of land;

THENCE East, with the south line of Pad 7, a distance of 49.87 feet to a ½-inch iron rod lying in the east line of said Lot 3, also being the west line of said Lot 2, also being the west line of Pad 9, and marking the southeast corner of Pad 7 and marking the northeast corner of the herein described tract of land;

521-13-3317

THENCE South with the east line of said Lot 3, also being the west line of said Lot 2, also being the west line of Pad 9, at 11.97 feet cross a ½-inch iron rod marking the southwest corner of Pad 9, being the northwest corner of Pad 10, a total distance of 50.07 feet to the Point Of Beginning and containing 0.0594 acres (2,585 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/28/98

UNOFFICIAL COPY

LOT 7

**DESCRIPTION OF A 0.0554-ACRE
(2,413 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS**

Being a 0.0554-acre (2,413 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 3, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, also being the southeast corner of Pad 10 and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., also being the south line of Pad 10 a distance of 50.00 feet to a ½-inch iron rod marking the southwest corner of said Lot 2, being the southeast corner of said Lot 3, also being the southwest corner of Pad 10, also being the southeast corner of Pad 6;

THENCE North, with the west line of the said Lot 2, being the east line of the said Lot 3, also being the west line of Pad 10, also being the east line of Pad 6, at 38.10 feet cross a ½-inch iron rod marking the northwest corner of Pad 10, being the southwest corner of Pad 9 a total distance of 50.07 feet to a ½-inch iron rod marking the northeast corner of Pad 6, also being the southeast corner and the Point Of Beginning of the herein described tract of land;

THENCE West, with the north line of Pad 6 a distance of 49.87 feet to ½-inch iron rod lying in the west line of said Lot 3, being the east line of Lot 4, Block 5 of the said Rochow Addition, also being the east line of Pad 4, also marking the northwest corner of Pad 6 and marking the southwest corner of the herein described tract of land;

THENCE North, with the west line of the said Lot 3, being the east line of the said Lot 4, also being the east line of Pad 4, a distance of 46.59 feet to a ½-inch iron rod marking the northwest corner of the said Lot 3, also marking the northeast corner of the said Lot 4, also marking the southeast corner of Lot 13, Block 5 of the said Rochow Addition, also marking the southwest corner of Lot 14, Block 5 of the said Rochow Addition, also marking the northeast corner of Pad 4 and marking the northwest corner of the herein described tract of land;

THENCE North 85 deg. 52 min. 00 sec. East, with the north line of the said Lot 3, being the south line of the said Lot 14, a distance of 50.00 feet to a ½-inch iron rod marking the northeast corner of the said Lot 3, also marking the northwest corner of the said Lot 2, also marking the southeast corner of the said Lot 14, also marking the southwest corner of Lot 15, Block 5 of the said Rochow Addition, also marking the northwest corner of Pad 8 and marking the northeast corner of the herein described tract of land;

THENCE South, with the east line of the said Lot 3, being the west line of the said Lot 2, also being the west line of Pad 8, at 29.12 feet cross a ½-inch iron rod marking the southwest corner of Pad 8, also marking the northwest corner of Pad 9, a total distance of 50.19 feet to the Point Of Beginning and containing 0.0554 acres (2,413 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
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Job No.1088-001(DG901)
07/28/98

**DESCRIPTION OF A 0.0352-ACRE
(1,532 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS**

Being a 0.0352-acre (1,532 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 2, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE North, with the east line of the said Lot 2, also being the west line of the said Lot 1, also being the east line of Pad 10, at a distance of 38.09 feet cross a ½-inch iron rod marking the northeast corner of Pad 10, also being the southeast corner of Pad 9, a total distance of 67.73 feet to a ½-inch iron rod marking the northeast corner of Pad 9, and marking the southeast corner and the Point Of Beginning of the herein described tract of land;

THENCE West, with the north line of Pad 9, a distance of 49.87 feet to a ½-inch iron rod lying in the west line of said Lot 2, being the east line of Lot 3, Block 5 of the said Rochow Addition, also being the east line of Pad 7, and marking the northwest corner of Pad 9, also marking the southwest corner of the herein described tract of land;

THENCE North, with the west line of said Lot 2, being the east line of said Lot 3, also being the east line of Pad 7, a distance of 29.12 feet to a ½-inch iron rod marking the northwest corner of said Lot 2, also marking the northeast corner of said Lot 3, also marking the southeast corner of Lot 14, Block 5 of the said Rochow Addition, also marking the southwest corner of Lot 15, Block 5 of the said Rochow Addition, also marking the northeast corner of Pad 7, and also marking the northwest corner of the herein described tract of land;

THENCE North 85 deg. 52 min. 00 sec. East, with the north line of said Lot 2, being the south line of said Lot 15, a distance of 50.00 feet to a ½-inch iron rod marking the northeast corner of said Lot 2, also marking the northwest corner of said Lot 1, also marking the southeast corner of said Lot 15, also marking the southwest corner of Lot 16, Block 5 of the said Rochow Addition, and marking the northeast corner of the herein described tract of land;

521-13-3321

THENCE South, with the east line of the said Lot 2, being the west line of the said Lot 1, a distance of 32.72 feet to the Point Of Beginning and containing 0.0352 acres (1,532 square feet) of land.

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Job No.1088-001(DG901)
07/28/98

DESCRIPTION OF A 0.0360-ACRE
(1,567 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS

Being a 0.0360-acre (1,567 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 2, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE North, with the east line of the said Lot 2, also being the west line of the said Lot 1, also being the east line of Pad 10, a distance of 38.10 feet to a ½-inch iron rod marking the northeast corner of Pad 10 and marking the southeast corner of the herein described tract of land;

THENCE South 85 deg. 52 min. 00 sec. West, with the north line of Pad 10, a distance of 50.00 feet to a ½-inch iron rod lying in the west line of said Lot 2, being the east line of Lot 3, Block 5 of the said Rochow Addition, also being the east line of Pad 6, and marking the northwest corner of Pad 10 and marking the southwest corner of the herein described tract of land;

THENCE North with the west line of said Lot 2, being the east line of said Lot 3, also being the east line of Pad 6, at 11.97 feet cross a ½-inch iron rod marking the northeast corner of Pad 6, also being the southeast corner of Pad 7, a total distance of 33.04 feet to a ½-inch iron rod marking the southwest corner of Pad 8, also marking the northwest corner of the herein described tract of land;

THENCE East, with the south line of Pad 8 a distance of 49.87 feet to a ½-inch iron rod lying in the east line of said Lot 2, being the west line of said Lot 1, also marking the southeast corner of Pad 8, and marking the northeast corner of the herein described tract of land;

THENCE South, with the east line of said Lot 2, being the west line of said Lot 1, a distance of 29.44 feet to the Point Of Beginning and containing 0.0360 acres (1,567 square feet) of land.

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17171 Park Row, Suite 100
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Job No.1088-001(DG901)
07/28/98

DESCRIPTION OF A 0.0436-ACRE
(1,899 SQUARE FEET) TRACT OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS

Being a 0.0436-acre (1,899 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 2, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

BEGINNING at a 1/2-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., a distance of 50.00 feet to a 1/2-inch iron rod marking the southwest corner of said Lot 2, also being the southeast corner of Lot 3, Block 5 of the said Rochow Addition, also marking the southeast corner of Pad 6, also being the southwest corner of the herein described tract of land;

THENCE North, with the west line of the said Lot 2, also being the east line of the said Lot 3, also being the east line of Pad 6, a distance of 38.10 feet to a 1/2-inch iron rod marking the southwest corner of Pad 9 and marking the northwest corner of the herein described tract of land;

THENCE North 85 deg. 52 min. 00 sec. East, with the south line of Pad 9, a distance of 50.00 feet to a 1/2-inch iron rod lying in the east line of said Lot 2, also being the west line of said Lot 1, and marking the southeast corner of Pad 9 and marking the northeast corner of the herein described tract of land;

THENCE South with the east line of said Lot 2, also being the west line of said Lot 1, a distance of 38.10 feet to the Point Of Beginning and containing 0.0436 acres (1,899 square feet) of land.

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Houston, Texas 77084

Job No.1088-001(DG901)
07/28/98

DESCRIPTION OF A 0.0299-ACRE
(1,302 SQUARE FEET) OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS

Being a 0.0299-acre (1,302 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lots 2, 3, 4 and 5, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

BEGINNING at a ½-inch iron rod found for the southeast corner of said Lot 2, , being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., 3.01 feet to a point for corner;

THENCE North, 38.10 feet to a point for corner;

THENCE South 85 deg. 52 min. 00 sec. West, 1.00 feet to point for corner;

THENCE North, 59.15 feet to a point for corner;

THENCE South 85 deg. 52 min. 00 sec. West, at 45.99 feet cross west line of said Lot 2, also being the east line of Lot 3, Block 5 of said Rochow Addition, at 95.99 feet cross the west line of said Lot 3, also being the east line of Lot 4, Block 5 of said Rochow Addition, at 145.99 feet cross the west line of said Lot 4, also being the east line of Lot 5, Block 5 of said Rochow Addition, a total distance of 191.98 feet to a point for corner;

THENCE South, 59.15 feet to a point for corner;

THENCE South 85 deg. 52 min. 00 sec. West, 1.00 feet to a point for corner;

THENCE South, 38.10 feet to a point lying in the north right-of-way line of said West Dallas St., also being the south line of Lot 5, for corner;

THENCE South 85 deg. 52 min. 00 sec. West, with the north right-of-way line of said West Dallas St., also being the south line of said Lot 5, a distance of 3.01 feet to a found ½-inch iron rod marking the southwest corner of the said Lot 5, also being the southeast corner of Lot 6, Block 5 of said Rochow Addition;

THENCE North, with the west line of the said Lot 5, also being the east line of the said Lot 6, a distance of 100.26 feet to a ½-inch iron pipe marking the northwest corner of said Lot 5, also marking the northeast corner of said Lot 6, also marking the southeast corner Lot 11, Block 5, of said Rochow Addition, also marking the southwest corner of Lot 12, Block 5, of said Rochow Addition;

THENCE North 85 deg. 52 min. 00 sec. East with the north line of said Lot 5, also being the south line of said Lot 12, at 50.00 feet cross a point marking the northeast corner of said Lot 5, the northwest corner of said Lot 4, the southeast corner of said Lot 12 and the southwest corner of Lot 13, Block 5 of said Rochow Addition, at 100.00 feet cross a point marking the northeast corner of said Lot 4, the northwest corner of said Lot 3, the southeast corner of said Lot 13 and the southwest corner of Lot 14, Block 5 of said Rochow Addition, at 150.00 feet cross a found ½-inch iron rod marking the northeast corner of said Lot 3, the northwest corner of said Lot 2, the southeast corner of said Lot 14 and the southwest corner of Lot 15, Block 5 of said Rochow Addition, a total distance of 200.00 feet to a set ½-inch iron rod marking the northeast corner of said Lot 2, the northwest corner of said Lot 1, the southeast corner of said Lot 15 and the southwest corner of Lot 16, Block 5, of said Rochow Addition;

THENCE South, with the east line of said Lot 2, being the west line of said Lot 1, a distance of 100.26 feet to the Point of Beginning and containing 0.0299 acres (1,302 sq. ft.) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/16/98

DESCRIPTION OF A 0.0034-ACRE
(150 SQUARE FEET) OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS

Being a 0.0034-acre (150 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 2, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE North, with the east line of said Lot 2, being the west line of said Lot 1, a distance of 38.10 feet to a point marking the Point of Beginning;

THENCE South 85 deg. 52 min. 00 sec. West, 50.00 feet to point lying in the west line of said Lot 2, also being the east line of Lot 3, Block 5 of said Rochow Addition, for corner;

THENCE North, with the west line of said Lot 2, also being the east line of said Lot 3, a distance of 3.01 feet to a point for corner;

THENCE North 85 deg. 52 min. 00 sec. East, a distance of 50.00 feet to a point lying in the east line of said Lot 2, being the west line of said Lot 1, for a corner;

THENCE South, with the east line of said Lot 2, being the west line of said Lot 1, a distance of 3.01 feet to the Point of Beginning and containing 0.0034 acres (150 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/16/98

DESCRIPTION OF A 0.0034-ACRE
(150 SQUARE FEET) OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS

Being a 0.0034-acre (150 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 5, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., at 50.00 feet pass a 1/2-inch iron rod marking the southwest corner of said Lot 2, being the southeast corner of Lot 3, Block 5 of said Rochow Addition, at 100.00 feet pass a 5/8-inch iron rod marking the southwest corner of the said Lot 3, being the southeast corner of Lot 4, Block 5 of said Rochow Addition, a total distance of 150.00 feet to a 1/2-inch iron rod marking the southwest corner of said Lot 4, being the southeast corner of said Lot 5;

THENCE North, with the east line of said Lot 5, being the west line of said Lot 4, a distance of 35.09 feet to a point marking the Point of Beginning;

THENCE South 85 deg. 52 min. 00 sec. West, 50.00 feet to point lying in the west line of said Lot 5, also being the east line of Lot 6, Block 5 of said Rochow Addition, for corner;

THENCE North, with the west line of said Lot 5, also being the east line of said Lot 6, a distance of 3.01 feet to a point for corner;

THENCE North 85 deg. 52 min. 00 sec. East, a distance of 50.00 feet to a point lying in the east line of said Lot 5, being the west line of said Lot 4, for a corner;

THENCE South, with the east line of said Lot 5, being the west line of said Lot 4, a distance of 3.01 feet to the Point of Beginning and containing 0.0034 acres (150 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/16/98

DESCRIPTION OF A 0.0138-ACRE
(602 SQUARE FEET) OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS

Being a 0.0138-acre (602 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 3 and Lot 4, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a ½-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 2, being the north right-of-way line of said West Dallas St., at 50.00 feet pass a ½-inch iron rod marking the southwest corner of said Lot 2, being the southeast corner of Lot 3, Block 5 of said Rochow Addition, a total distance of 96.99 feet to a point marking the southeast corner of the herein described tract of land and being the Point Of Beginning;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 3 being the north right-of-way line of said West Dallas St., at 3.01 feet cross a ½-inch iron rod marking the southwest corner of said Lot 3, also being the southeast corner of said Lot 4, a total distance of 6.02 feet to a point marking the southwest corner of the herein described tract of land;

THENCE North, a distance of 100.26 feet to a point lying in the north line of said Lot 4 and marking the northwest corner of the herein described tract of land;

THENCE North 85 deg. 52 min. 00 sec. East with the north line of the said Lot 4, at 3.01 feet cross a ½-inch iron rod marking the northeast corner of said Lot 4, also being the northwest corner of said Lot 3, a total distance of 6.02 feet to a point marking the northeast corner of the herein described tract of land;

THENCE South, a distance of 100.26 feet to the Point Of Beginning and containing 0.0138 acres (602 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/16/98

DESCRIPTION OF A 0.0988-ACRE
(4307 SQUARE FEET) OF LAND
OUT OF THE JOHN AUSTIN 2 LEAGUE
GRANT, A-1, HARRIS COUNTY, TEXAS

Being a 0.0988-acre (4307 square feet) tract of land out of the John Austin 2 League Grant, A-1, Harris County, Texas, being a tract out of Lot 2, 3, 4 and 5, Block 5, of the Rochow Addition as recorded in Volume 6, Page 62 of the Map Records of Harris County, Texas, and herein described by metes and bounds as follows;

COMMENCING at a 1/2-inch iron rod found for the southeast corner of Lot 2, Block 5 of said Rochow Addition, being the southwest corner of Lot 1, Block 5 of said Rochow Addition, and lying in the north right-of-way line of West Dallas St., a 60.00 feet wide public street right-of-way;

THENCE South 85 deg 52 min. 00 sec. West, with the south line of the said Lot 2, being the north right-of-way line of West Dallas St., a distance of 35.82 feet to a 1/2-inch iron rod marking the Point of Beginning;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of the said Lot 2, being the north right-of-way line of West Dallas St., at 14.18 feet cross a 1/2-inch iron rod marking the southwest corner of said Lot 2, also marking the southeast corner of said Lot 3, and continuing with the south line of said Lot 3, being the north right-of-way line of said West Dallas St., a total distance of 25.33 feet to a point lying in the arc of a curve to the right;

THENCE in a northeasterly direction with the arc of a curve to the right, having a radius of 5.00 feet, a central angle of 31 deg. 26 min. 51 sec., a chord length of 2.71 feet, a chord bearing of North 31 deg. 32 min. 29 sec. East, a curve length of 2.74 feet to a point of reverse curvature;

THENCE in a northeasterly direction with the arc of a curve to the left, having a radius of 5.00 feet, a central angle of 51 deg. 26 min. 36 sec., a chord length of 4.34 feet, a chord bearing of North 21 deg. 33 min. 49 sec. East, a curve length of 4.49 feet to a point of tangency;

THENCE North 04 deg. 08 min. 00 sec. West, a distance of 30.85 feet to a point lying in the arc of a curve to the left;

THENCE in a northwesterly direction with the arc of a curve to the left, having a radius of 5.00 feet, a central angle of 85 deg 50 min 37 sec., a chord length of 6.81 feet, a chord bearing of North 47 deg. 04 min. 00 sec. West, a curve length of 7.49 feet to a point of tangency;

THENCE West, a distance of 31.54 feet to a point for corner;

THENCE South 80 deg. 00 min. 00 sec. West, at 3.05 feet cross the west line of the said Lot 3, being the east line of the said Lot 4, a total distance of 15.81 feet to a point for corner;

THENCE West, a distance of 24.23 feet to a point lying in the arc of a curve to the left;

THENCE in a southwesterly direction with the arc of a curve to the left having a radius of 4.60 feet, a central angle of 97 deg. 33 min. 29 sec., a chord length of 6.92 feet, a chord bearing of South 40 deg 06 min. 38 sec. West, a curve length of 7.83 feet to a point of tangency;

THENCE South 03 deg. 21 min. 20 sec. East, a distance of 16.38 feet to point for corner;

THENCE South 04 deg. 08 min. 00 sec. East, a distance of 16.96 feet to a point lying in the arc of a curve to the left;

THENCE in a southeasterly direction with the arc of a curve to the left, having a radius of 5.00 feet, a central angle of 50 deg. 02 min. 54 sec., a chord length of 4.23 feet, a chord bearing of South 29 deg. 09 min. 45 sec. East, a curve length of 4.37 feet to a point of reverse curvature;

THENCE in a southeasterly direction with the arc of a curve to the right, having a radius of 5.00 feet, a central angle of 31 deg. 19 min. 43 sec., a chord length of 2.70 feet, a chord bearing of South 38 deg. 32 min. 52 sec., a curve length of 2.73 feet to a point for corner lying in the south line of said Lot 4, being the north right-of-way line of the said West Dallas St.;

THENCE South 85 deg. 52 min. 00 sec. West, with the south line of said Lot 4, being the north right-of-way line of the said West Dallas St., at 14.57 feet cross a 1/2-inch iron rod marking the southwest corner of said Lot 4, being the southeast corner of said Lot 5, a total distance of 25.35 feet to a point lying in the arc of a curve to the right;

THENCE in a northeasterly direction with the arc of a curve to the right, having a radius of 5.00 feet, a central angle of 31 deg. 19 min. 43 sec., a chord length of 2.70 feet, a chord bearing of North 30 deg. 16 min. 51 sec. East, a curve length of 2.73 feet to a point of reverse curvature;

THENCE in a northeasterly direction with the arc of a curve to the left, having a radius of 5.00 feet, a central angle of 50 deg. 02 min. 54 sec., a chord length of 4.23 feet, a chord bearing of North 20 deg. 53 min. 46 sec. East, a curve length of 4.37 feet to a point of tangency;

THENCE North 04 deg. 08 min. 00 sec. West, a distance of 26.77 feet to point for corner;

THENCE North 85 deg. 52 min. 00 sec. East, a distance of 0.72 feet to a point lying in the arc of a curve to the left;

THENCE in a northeasterly direction with the arc of a curve to the left having a radius of 2.00 feet, a central angle of 90 deg. 03 min. 49 sec., a chord length of 2.83 feet, a chord bearing of North 40 deg. 52 min. 00 sec. East, a curve length of 3.14 feet to a point of tangency;

THENCE North 04 deg. 08 min. 00 sec. West, a distance of 22.17 feet to a point lying in the arch of a curve to the left;

THENCE in a northwesterly direction with the arc of a curve to the left, having a radius of 1.00 feet, a central angle of 89 deg. 39 min. 33 sec., a chord length of 1.41 feet, a chord bearing of North 49 deg. 08 min. 00 sec. West, a curve length of 1.56 feet to a point of tangency;

THENCE South 85 deg. 52 min. 00 sec. West, a distance of 9.23 feet to a point for corner;

THENCE North 04 deg. 08 min. 00 sec. West, a distance of 10.00 feet to a point for corner;

THENCE North 85 deg. 52 min. 00 sec. East, a distance of 20.03 feet to a point for corner lying in the east line of said Lot 5, being the west line of said Lot 4;

THENCE East, a distance of 20.20 feet to a point for corner;

THENCE South, a distance of 0.76 feet to a point lying in the arc of a curve to the left;

THENCE in a southeasterly direction with the arc of a curve to the left, having a radius of 2.00 feet, a central angle of 90 deg. 03 min. 49 sec., a chord length of 2.83 feet, a chord bearing of South 40 deg. 00 min. 00 sec. East, a curve length of 3.14 feet to a point of tangency;

THENCE East, a distance of 24.67 feet to a point for corner;

THENCE North 80 deg. 00 min. 00 sec. East, at 3.04 feet cross the east line of said Lot 4, being the west line of said Lot 3, a total distance of 15.81 feet to a point for corner;

THENCE East, a distance of 37.30 feet to a point for corner lying in the east line of said Lot 3, being the west line of said Lot 2;

THENCE North, with the east line of said Lot 3, being the west line of said Lot 2, a distance of 10.39 feet to a point for corner;

THENCE East, a distance of 20.53 feet to a point for corner;

THENCE South, a distance of 11.70 feet to a point for corner;

THENCE South 85 deg. 52 min. 00 sec. West, a distance of 11.07 feet to a point lying in the arc of a curve to the left;

THENCE in a southwesterly direction with the arc of a curve to the left, having a radius of 3.00 feet, a central angle of 89 deg. 55 min. 43 sec., a chord length of 4.24 feet, a chord bearing of South 40 deg. 52 min. 00 sec. West, a curve length of 4.71 feet to a point of tangency;

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THENCE South 04 deg. 08 min. 00 sec. East, a distance of 48.75 feet to a point lying in the arc of a curve to the left;

THENCE in a southeasterly direction with the arc of a curve to the left, having a radius of 5.00 feet, a central angle of 51 deg. 23 min. 38 sec., a chord length of 4.34 feet, a chord bearing of South 29 deg. 49 min. 49 sec. East, a curve length of 4.48 feet to a point of reverse curvature;

THENCE in a southeasterly direction with the arc of a curve to the right, having a radius of 5.00 feet, a central angle of 31 deg. 35 min. 16 sec., a chord length of 2.72 feet, a chord bearing of South 40 deg. 43 min. 48 sec. East, a curve length of 2.76 feet to the Point Of Beginning and containing 0.0988 acres (4,307 square feet) of land.

WEISSER ENGINEERING COMPANY
17171 Park Row, Suite 100
Houston, Texas 77084

Job No.1088-001(DG901)
07/21/98

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

SEP 17 1998



Barbara A. Kappman

COUNTY CLERK
HARRIS COUNTY TEXAS

FILED

Barbara A. Kappman
COUNTY CLERK
HARRIS COUNTY TEXAS

98 SEP 17 PM 4:07

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.