

ANNEXATION AND SUPPLEMENTAL DECLARATION  
*of*  
COVENANTS, CONDITIONS AND RESTRICTIONS  
*for*  
LAKES AT NORTHPOINTE

ANNEXING ADDITIONAL REAL PROPERTY

[Enclave at NorthPointe, Sections Six (6) and Seven (7)]

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THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Lakes at NorthPointe, Annexing Additional Real Property [Enclave at NorthPointe, Sections Six (6) and Seven (7)]" (the "**Supplemental Declaration**") is made on the date hereinafter set forth by Northpointe Development Partners, Ltd., a Texas limited partnership ("**Declarant**").

WHEREAS, Blue Ridge Partners, Ltd., a Texas limited partnership (the "**Original Declarant**") caused the Declaration of Covenants, Conditions and Restrictions for Lakes at NorthPointe to be recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. Y401112, as same has been or may be amended or supplemented from time to time (the "**Declaration**"); and

WHEREAS, Original Declarant assigned its rights as Declarant under the Declaration to Declarant pursuant to the "Assignment of Rights and Designation of Successor Declarant (Lakes at NorthPointe)" recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20130468034; and

WHEREAS, Article VIII of the Declaration grants to Declarant the unilateral right to annex any additional real property into the Lakes at NorthPointe subdivision and the jurisdiction of the Lakes at NorthPointe Homeowners Association, Inc. (the "**Association**") by executing and filing for record a Supplemental Declaration setting forth the land being annexed and specific restrictions relating to such property; and

WHEREAS, Article II of the Declaration grants to Declarant the unilateral right to designate any portion of the Properties as a Neighborhood by a recorded instrument; and

WHEREAS, Declarant is the owner of the property in Harris County, Texas more particularly described in Exhibit "A" and Exhibit "B" attached hereto, which have been or will be platted as Enclave at NorthPointe, Section Six (6), and Enclave at NorthPointe, Section Seven (7), respectively (the "**Annexed Property**"); and

WHEREAS, Declarant desires to subject the Annexed Property to the provisions of the Declaration, the jurisdiction of the Association, and the additional covenants, conditions and restrictions set forth in this Supplemental Declaration, and to designate the Annexed Property as a part of the Enclave Neighborhood, and does so to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of real property within the Properties.

NOW, THEREFORE, Declarant hereby annexes the Annexed Property and subjects the Annexed Property to the provisions of the Declaration and the jurisdiction of the Association. The Annexed Property will be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and this Supplemental Declaration. Insofar as they affect the Annexed Property, all of the supplemental restrictions, covenants and requirements of this Supplemental Declaration form a part of the Declaration and are enforceable as provided in the Declaration. Declarant and the Association are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them, respectively, under the Declaration with respect to the matters set forth therein.

All land and Lots within the Annexed Property are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Declaration and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within the Annexed Property.

Section 1. **THE ENCLAVE NEIGHBORHOOD.**

The Annexed Property is hereby designated as a part of the Enclave Neighborhood. The Enclave Neighborhood is a gated neighborhood, with limited access gates and private streets.

Section 2. **GATES AND PRIVATE STREETS.**

Owners of Lots within the Annexed Property are advised that there are or will be entry gates that will be installed by Declarant and maintained by the Association. Owners are further advised that the streets within the Annexed Property will be private and will be maintained by the Association. The entry gates and private streets are collectively referred to herein as the "Improvements".

DECLARANT AND THE ASSOCIATION ARE HEREBY GRANTED AN EASEMENT OVER, ACROSS, UPON AND UNDER EACH OWNER'S LOT WITHIN THE ANNEXED PROPERTY TO THE EXTENT NECESSARY TO INSTALL, MAINTAIN, REPAIR AND/OR REPLACE THE IMPROVEMENTS. EACH OWNER OF A LOT WITHIN THE ANNEXED PROPERTY, BY VIRTUE OF THE ACCEPTANCE OF A DEED TO SUCH LOT, AGREES TO HOLD HARMLESS DECLARANT AND THE ASSOCIATION, AND THEIR RESPECTIVE AGENTS, SUCCESSORS AND ASSIGNS, AND FOREVER RELEASE THEM FROM ANY LIABILITY FOR THE PLACEMENT, CONSTRUCTION, DESIGN, REPAIR, MAINTENANCE AND REPLACEMENT OF THE IMPROVEMENTS, AND AGREE TO INDEMNIFY THE PARTIES RELEASED FROM ANY DAMAGES SUCH OWNER MAY SUSTAIN. EACH OWNER FURTHER GRANTS AN EASEMENT TO DECLARANT AND THE ASSOCIATION

FOR ANY INCIDENTAL NOISE, LIGHTING, ODORS, PARKING AND/OR TRAFFIC WHICH MAY OCCUR DUE TO THE EXISTENCE, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF THE IMPROVEMENTS.

Section 3. **THE NEIGHBORHOOD ASSESSMENT.**

In accordance with Article III, Section 2(B), of the Declaration, a Neighborhood Assessment has been established for the Enclave Neighborhood to pay for the maintenance, repair and/or replacement of the limited access gates, private streets and all Neighborhood Expenses in the Enclave Neighborhood. The amount of the Neighborhood Assessment will be set by the Board. The Neighborhood Assessment will commence as to each Lot upon its conveyance to the first Owner (including Builders) by Declarant. Declarant is not responsible for the payment of a Neighborhood Assessment on any Lot owned by Declarant. The first Neighborhood Assessment for a Lot will be prorated from the date of the conveyance by the Declarant to the first Owner for the remainder of the year.

Section 4. **INDEMNITY.**

NOTWITHSTANDING THE PRESENCE OF THE LIMITED ACCESS GATES IN THE ENCLAVE NEIGHBORHOOD, IT IS EXPRESSLY UNDERSTOOD THAT NEITHER DECLARANT NOR THE ASSOCIATION, THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, AND EMPLOYEES ("DECLARANT, ASSOCIATION AND RELATED PARTIES") WILL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SAFETY OR SECURITY WITHIN THE ENCLAVE NEIGHBORHOOD. DECLARANT, ASSOCIATION AND RELATED PARTIES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, INCLUDING LIMITED ACCESS GATES, ENTRANCES, AND/OR PERIMETER FENCING, IF ANY. OWNERS, LESSEES AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES, BY ACCEPTANCE OF A DEED TO A LOT, ACKNOWLEDGE THAT DECLARANT, ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY ACCESS OR CONTROL SYSTEMS OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY BURGLARY, THEFT, HOLD-UP, ASSAULT, OR OTHERWISE. EACH OWNER, LESSEE AND OCCUPANT OF A LOT, ON THE OWNER'S BEHALF AND ON BEHALF OF HIS/HER GUESTS AND INVITEES, ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT, ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS, AND THAT EACH OWNER, LESSEE AND OCCUPANT OF A LOT ASSUMES ALL RISK FOR LOSS AND DAMAGE TO PERSONS, TO RESIDENCE, OR LOT AND TO THE CONTENTS OF HIS/HER RESIDENCE OR LOT, AND FURTHER ACKNOWLEDGE THAT DECLARANT, ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY ACCESS CONTROL SYSTEM OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY OTHER SECURITY MEASURE TAKEN WITHIN THE ENCLAVE NEIGHBORHOOD, IF ANY.

Section 5.     **LANDSCAPING.**

Article VII, Section 15, of the Declaration, entitled "Landscaping", is amended as to the Annexed Property by adding paragraph (g) to read:

(g)     Landscape borders on a Lot, if any, must be similar in color or be in the same color family as the exterior colors of the house on the Lot. Brick landscape borders are not permitted on a Lot. Palm trees and palm-type plants are not permitted in the landscaping on a Lot. However, Declarant, at its discretion, may allow palm-type plants in the landscaping of Lots that are used for Builder model homes.

Section 6.     **FENCING.**

Article VII, Section 24, of the Declaration, entitled "Walls and Fences", is amended as to the Annexed Property by adding paragraph (d) to read:

(d)     Lake Lots. If all or a portion of the rear property line of a Lot is adjacent to a lake or Common Area adjacent to a lake, the Builder is required to erect a wrought iron fence along the rear property line of the Lot and along a portion of each side property line of the Lot from the point at which each side property line intersects the rear property line at distance of twenty-five (25) feet. The wrought iron fence on the rear property line and on each side property line must be six (6) feet in height. Declarant may impose additional requirements for wrought iron fences on Lots adjacent to a lake, including, without limitation, color, materials and spacing of the pickets.

Section 7.     **AMENDMENT.**

The provisions of this Supplemental Declaration may be amended at any time by Declarant.

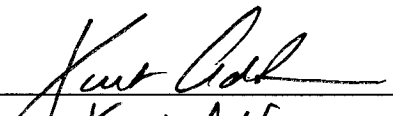
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IN WITNESS WHEREOF, this Annexation and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Lakes at NorthPointe, Annexing Additional Real Property [Enclave at NorthPointe, Sections Six (6) and Seven (7)] is executed as of the 13<sup>th</sup> day of April, 2017, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

**DECLARANT:**

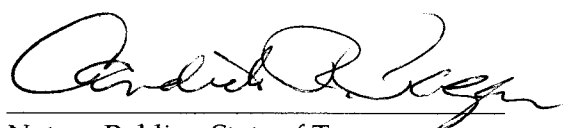
NORTHPOINTE DEVELOPMENT PARTNERS,  
LTD., a Texas limited partnership

By: NorthPointe Development Partners GP,  
Inc., its general partner

By:   
Print Name: Kurt Adkins  
Print Title: Vice President

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 13<sup>th</sup> day of April, 2017 personally appeared Kurt Adkins, the Vice President of NorthPointe Development Partners GP, Inc., General Partner of NorthPointe Development Partners, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

  
Notary Public - State of Texas

After Recording, Return To:  
  
Rick S. Butler  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056



**LIENHOLDER CONSENT AND SUBORDINATION**

International Bank of Commerce, a Texas state banking corporation, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Annexation and Supplemental Declaration to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the Declaration and this Annexation and Supplemental Declaration, and acknowledges and agrees that a foreclosure of said liens and/or security interests will not extinguish this Annexation and Supplemental Declaration or the covenants, conditions and restrictions in this Annexation and Supplemental Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

EXECUTED the 19 day of April, 2017.

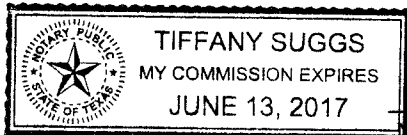
INTERNATIONAL BANK OF COMMERCE,  
a Texas state banking corporation

By: [Signature]  
Title: Jeff Samples

STATE OF TEXAS §  
COUNTY OF Harris §

This instrument was acknowledged before me on the 19 day of April, 2017, by Jeff Samples, the President of INTERNATIONAL BANK OF COMMERCE, a Texas state banking corporation, on behalf of said entity.

GIVEN under my hand and Notarial Seal, this 19 day of April, 2017.



[Signature]  
Notary Public - State of Texas

**EXHIBIT A**

Metes and Bounds Description, Proposed Enclave at NorthPointe, Section Six (6), 28.397 Acres, Harris County, Texas.

Proposed Enclave at NorthPointe, Section Six (6)

**METES AND BOUNDS DESCRIPTION**

**28.397 ACRES**

**HARRIS COUNTY, TEXAS**

August 21, 2014

All that certain 28.397 acre (1,236,976 square foot) tract of land located in the Henry Meyer Survey, Abstract Number 1483 and in the Houston Tap & Brazoria Railroad Company Survey Number 3, Abstract Number 472, both in Harris County, Texas, being out and a part of the residue of a called 951.44 acre tract of land as described in a conveyance to Northpointe Development Partners, Ltd., a Texas limited partnership by a Special Warranty Deed recorded under Harris County Clerk's File (H.C.C.F.) Number T327174 and of a called 54.695 acre tract of land as described in a conveyance to Northpointe Development Partners, Ltd., a Texas limited partnership by a General Warranty Deed recorded under H.C.C.F. Number 20120461726, and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

**BEGINNING** at the southwest corner of Restricted Reserve "B", in Block 1, of WILDWOOD AT NORTHPOINTE SEC 9, a Subdivision as shown on the Plat thereof recorded at Film Code Number 663194 of the Harris County Map Records (H.C.M.R.) in the east line of said 54.695 acre tract at the northwest corner of the residue of said 951.44 acre tract for an interior corner of the herein described tract;

**THENCE**, South 63° 39' 41" East, along the southerly line of said Restricted Reserve "B", a distance of 445.60 feet to the point of curvature of a curve to the left;

**THENCE**, southeasterly, continuing along the southerly line of said Restricted Reserve "B", a distance of 454.45 feet along the arc of said curve to the left having a radius of 1,000.00 feet through a central angle of 26° 02' 17" and a chord that bears South 76° 40' 48" East, a distance of 450.55 feet to the point of reverse curvature of a curve to the right;

**THENCE**, southeasterly, continuing along the southerly line of said Restricted Reserve "B" and a called 28.0096 acre tract of land as described in a conveyance to Northpointe Water Control and Improvement District by a Special Warranty Deed recorded under H.C.C.F. Number 20120194130, a distance of 463.02 feet along the arc of said curve to the right having a radius of 1,000.00 feet through a central angle of 26° 31' 45" and a chord that bears South 76° 26' 05" East, a distance of 458.90 feet to the northeast corner of the herein described tract;

**THENCE**, South 29° 05' 42" West, a distance of 525.54 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the left;

**THENCE**, southwesterly, a distance of 218.07 feet along the arc of said curve to the left having a radius of 580.00 feet through a central angle of 21° 32' 30" and a chord that bears South 18° 19' 27" West, a distance of 216.78 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of reverse curvature of a curve to the right;

**THENCE**, southwesterly, a distance of 36.12 feet along the arc of said curve to the right having a radius of 25.00 feet through a central angle of 82° 46' 21" and a chord that bears South 48° 56' 22" West, a distance of 33.06 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of reverse curvature of a curve to the left;



**28.397 Acres**  
August 21, 2014

**THENCE**, northwesterly, a distance of 4.46 feet along the arc of said curve to the left having a radius of 630.00 feet through a central angle of  $00^{\circ} 24' 20''$  and a chord that bears North  $89^{\circ} 52' 37''$  West, a distance of 4.46 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an interior corner of the herein described tract;

**THENCE**, South  $00^{\circ} 04' 47''$  East, a distance of 60.00 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set at the beginning of a curve to the left for the southeast corner of the herein described tract;

**THENCE**, southwesterly, a distance of 133.72 feet along the arc of said curve to the left having a radius of 570.00 feet through a central angle of  $13^{\circ} 26' 29''$  and a chord that bears South  $83^{\circ} 11' 59''$  West, a distance of 133.41 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of tangency of said curve;

**THENCE**, South  $76^{\circ} 28' 44''$  West, a distance of 134.86 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the right;

**THENCE**, southwesterly, a distance of 206.05 feet along the arc of said curve to the right having a radius of 825.00 feet through a central angle of  $14^{\circ} 18' 35''$  and a chord that bears South  $83^{\circ} 38' 02''$  West, a distance of 205.51 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an exterior corner of the herein described tract;

**THENCE**, North  $00^{\circ} 47' 19''$  East, a distance of 60.00 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set at the beginning of a curve to the right for an interior corner of the herein described tract;

**THENCE**, northwesterly, a distance of 106.73 feet along the arc of said curve to the right having a radius of 765.00 feet through a central angle of  $07^{\circ} 59' 38''$  and a chord that bears North  $85^{\circ} 12' 51''$  West, a distance of 106.65 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of tangency of said curve;

**THENCE**, North  $81^{\circ} 13' 02''$  West, a distance of 134.10 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the left;

**THENCE**, southwesterly, a distance of 260.48 feet along the arc of said curve to the left having a radius of 380.00 feet through a central angle of  $39^{\circ} 16' 27''$  and a chord that bears South  $79^{\circ} 08' 45''$  West, a distance of 255.41 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of tangency of said curve;

**THENCE**, South  $59^{\circ} 30' 31''$  West, a distance of 67.15 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the right;

**THENCE**, southwesterly, a distance of 41.25 feet along the arc of said curve to the right having a radius of 370.00 feet through a central angle of  $06^{\circ} 23' 13''$  and a chord that bears South  $62^{\circ} 42' 08''$  West, a distance of 41.22 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the southwest corner of the herein described tract;

**28.397 Acres**

August 21, 2014

**THENCE**, North  $24^{\circ} 06' 15''$  West, a distance of 58.41 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point;

**THENCE**, North  $00^{\circ} 56' 41''$  East, a distance of 86.85 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point;

**THENCE**, North  $02^{\circ} 13' 40''$  West, a distance of 674.92 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point;

**THENCE**, North  $08^{\circ} 40' 45''$  East, a distance of 123.93 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point;

**THENCE**, North  $62^{\circ} 25' 11''$  East, a distance of 20.00 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set at the beginning of a curve to the right for an interior corner of the herein described tract;

**THENCE**, northwesterly, a distance of 44.25 feet along the arc of said curve to the right having a radius of 50.00 feet through a central angle of  $50^{\circ} 42' 19''$  and a chord that bears North  $02^{\circ} 13' 40''$  West, a distance of 42.82 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an interior corner of the herein described tract;

**THENCE**, North  $66^{\circ} 52' 30''$  West, a distance of 32.74 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point;

**THENCE**, North  $01^{\circ} 51' 38''$  West, a distance of 272.65 feet to a point in the south line of a called 9.9474 acre tract of land as described in a conveyance to William G. Odle and Nancy S. Bushman by a Warranty Deed with Vendor's Lien recorded under H.C.C.F. Number R404428 and being in the north line of said 54.695 acre tract for the northwest corner of the herein described tract;

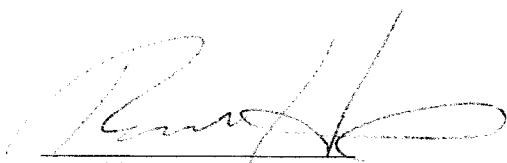
**THENCE**, South  $85^{\circ} 18' 32''$  East, along the south line of said 9.9474 acre tract and along the north line of said 54.695 acre tract, a distance of 160.14 feet to an angle point;

**THENCE**, South  $84^{\circ} 21' 01''$  East, continuing along the south line of said 9.9474 acre tract and along the north line of said 54.695 acre tract, a distance of 12.74 feet to a point in the west line of Restricted Reserve "B", of said WILDWOOD AT NORTHPOINTE SEC 9 at the southeast corner of said 9.9474 acre tract and being the northeast corner of said 54.695 acre tract for an exterior corner of the herein described tract;

**28.397 Acres**  
August 21, 2014

**THENCE**, South 02° 13' 40" East, along the west line of said Restricted Reserve "B" and along the east line of said 54.695 acre tract, a distance of 22.48 feet to the **POINT OF BEGINNING** and containing a computed area of 28.397 acres (1,236,976 square feet) of land.

This description is based on a survey made on the ground of the subject property and is issued in conjunction with a plat prepared by BENCHMARK ENGINEERING CORPORATION, Job Number 02054-80-S6.



Ronald G. Harrison, R.P.L.S.  
Texas Registration No. 5342  
TBPLS Firm Registration Number 10009000



**EXHIBIT B**

Metes and Bounds Description, Proposed Enclave at NorthPointe, Section Seven (7), 18.444 Acres, Harris County, Texas.

Proposed Enclave at NorthPointe, Section Seven (7)

**METES AND BOUNDS DESCRIPTION**

**18.444 ACRES**

**HARRIS COUNTY, TEXAS**

April 6, 2016

All that certain 18.444 acre (803,423 square foot) tract of land located in the Houston Tap & Brazoria Railroad Company Survey Number 3, Abstract Number 472 and being in the Henry Meyer Survey, Abstract Number 1483, both in Harris County, Texas, being out and a part of a residue of a called 54.695 acre tract of land as described in a conveyance to Northpointe Development Partners, Ltd., a Texas limited partnership by a General Warranty Deed recorded under Harris County Clerk's File (H.C.C.F.) Number 20120461726, a residue of a called 951.44 acre tract of land as described in a conveyance to Northpointe Development Partners, Ltd., a Texas limited partnership by a Special Warranty Deed recorded under H.C.C.F. Number T327174 and a called 8.661 acre tract of land as described in a conveyance to Northpointe Development Partners, Ltd., a Texas limited partnership by a General Warranty Deed recorded under H.C.C.F. Number RP-2016-71674, and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

**BEGINNING** at a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at the northwest corner of Restricted Reserve "B", in Block 2, of ENCLAVE AT NORTHPOINTE SEC 4, a Subdivision as shown on the Plat thereof recorded at Film Code Number 674943 of the Harris County Map Records (H.C.M.R.) for the northeast corner of the herein described tract;

**THENCE**, South 30° 29' 29" East, along the west line of said Restricted Reserve "B", a distance of 37.92 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at an exterior corner of Lot 7, in Block 2, of said SEC 4 and said Restricted Reserve "B" for an angle point of the herein described tract;

**THENCE**, South 12° 22' 34" East, along the west line of Block 2, of said SEC 4, a distance of 309.37 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at the northwest corner of Lot 2, in Block 2, of said SEC 4 and being the southwest corner of Lot 3, in Block 2, of said SEC 4 for an angle point of the herein described tract;

**THENCE**, South 03° 24' 54" East, continuing along the west line of said Block 2, a distance of 108.41 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at the northwest corner of Windover Park Lane (50-foot wide permanent access easement) as dedicated by said plat of SEC 4 and being the southwest corner of Lot 1, in Block 2, of said SEC 4 for an angle point of the herein described tract;

**THENCE**, South 02° 02' 19" West, along the west line of said Windover Park Lane and Block 1, of said SEC 4, a distance of 188.90 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at an angle point in the west line of Lot 21, in Block 1, of said SEC 4 for the southeast corner of a residue of said 54.695 acre tract and the herein described tract, and from which a 2-inch axle rod found bears N82° 45' 40" West, a distance of 1.51 feet at the northeast corner of Lot 43, in Block 1, of VILLAGE OF INDIAN TRAILS SEC. 4, a Subdivision as shown on the Plat thereof recorded at Film Code Number 576086 of the H.C.M.R. bears North 82° 45' 40" West, a distance of 1.51 feet;

**18.444 Acres**

April 6, 2016

**THENCE**, South  $88^{\circ} 07' 33''$  West, along the north line of said VILLAGE OF INDIAN TRAILS SEC. 4 and along the south line of a residue of said 54.695 acre tract, a distance of 1,070.68 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found in the east line of a called 11.22938 acre tract of land as described in a conveyance to Lawrence Dossman by a Deed recorded under H.C.C.F. Number N823970 at the northwest corner of Lot 1, in Block 4, of said VILLAGE OF INDIAN TRAILS SEC. 4 for the southwest corner of a residue of a called 54.695 acre tract and the herein described tract;

**THENCE**, North  $01^{\circ} 41' 50''$  West, along the west line of a residue of said 54.695 acre tract, a distance of 358.78 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at the southeast corner of said 8.661 acre tract for an interior corner of the herein described tract;

**THENCE**, North  $86^{\circ} 00' 48''$  West, along the south line of said 8.661 acre tract, a distance of 423.74 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at the southwest corner of said 8.661 acre tract for an exterior corner of the herein described tract;

**THENCE**, North  $01^{\circ} 54' 20''$  West, along the west line of said 8.661 acre tract, a distance of 383.26 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set at the beginning of a curve to the left for the northwest corner of the herein described tract;

**THENCE**, southeasterly, a distance of 398.66 feet along the arc of said curve to the left having a radius of 880.00 feet through a central angle of  $25^{\circ} 57' 23''$  and a chord that bears South  $76^{\circ} 45' 24''$  East, a distance of 395.26 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of tangency of said curve;

**THENCE**, South  $89^{\circ} 44' 06''$  East, a distance of 237.16 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the right;

**THENCE**, southeasterly, a distance of 336.83 feet along the arc of said curve to the right having a radius of 1,170.00 feet through a central angle of  $16^{\circ} 29' 41''$  and a chord that bears South  $81^{\circ} 29' 15''$  East, a distance of 335.67 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of tangency of said curve;

**THENCE**, South  $73^{\circ} 14' 25''$  East, a distance of 98.03 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the left;

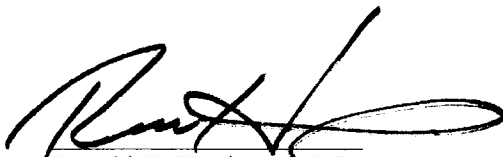
**THENCE**, northeasterly, a distance of 354.62 feet along the arc of said curve to the left having a radius of 430.00 feet through a central angle of  $47^{\circ} 15' 04''$  and a chord that bears North  $83^{\circ} 08' 03''$  East, a distance of 344.65 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of tangency of said curve;

**18.444 Acres**

April 6, 2016

**THENCE**, North 59° 30' 31" East, a distance of 47.57 feet to the **POINT OF BEGINNING** and containing a computed area of 18.444 acres (803,423 square feet) of land.

This description is based on a survey made on the ground of the subject property and is issued in conjunction with a plat prepared by BENCHMARK ENGINEERING CORPORATION, Job Number 02054-80-S7.



Ronald G. Harrison, R.P.L.S.  
Texas Registration No. 5342  
TBPLS Firm Registration Number 10009000

