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STEWART TITLE HOUSTON DIVISION

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DECLARATION OF
PROTECTIVE COVENANTS AND EASEMENTS
OF
SOUTHBELT INDUSTRIAL PARK

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Edward S. Cutrer
COUNTY CLERK
HARRIS COUNTY, TEXAS

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DECLARATION OF
PROTECTIVE COVENANTS AND EASEMENTS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT, SOUTHBELT INDUSTRIAL PARK, L.L.C., formerly known as Almeda Industrial Park, L.L.C., a Texas limited liability company (hereinafter called the "Developer"), being the owner of those certain tracts of land aggregating 116.5465 acres, out of the R. P. Blackburn Survey, Abstract 160, Harris County, Texas, and out of an original Orchard Ridge addition to Almeda, as delineated on the Map recorded in Volume 64, Page 7 of the Harris County Deed Records, being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (said tracts of land being hereinafter referred to as the "South Belt Industrial Park" or "Subject Property" and any portion thereof, except streets, detention or retention ponds and other areas reserved by Developer for utility purposes, hereinafter conveyed by Developer to any person or entity [other than a governmental entity] being hereinafter called a "lot"), for the purpose of adopting a uniform plan for the benefit of the present and future owners of any portion of the South Belt Industrial Park, does hereby adopt and establish restrictions, covenants and easements as hereinafter provided for the Subject Property.

The Subject Property includes three (3) private streets known as Jersey Shore Drive, Park Almeda Drive and Buffalo Speedway, respectively, said private streets being described in Exhibit B attached hereto and made part hereof for all purposes. Developer contemplates developing the South Belt Industrial Park in a manner which may include additional private streets.

Developer, for itself, and its successors and assigns, hereby declares that the South Belt Industrial Park and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, equitable servitude and other provisions set forth in this Declaration. The lots and Private Streets within the Subject Property shall be subject to the jurisdiction of the "Association" (hereafter defined). The covenants, conditions, restrictions, limitations, reservations, easements and equitable servitudes shall run with, inure to the benefit of, and shall be binding upon, all of the Subject Property, and each lot and any common area therein, and shall be binding upon and inure to the benefit of (a) the Developer, its successors and assigns, (b) the Association and its successors and assigns, and (c) all persons or entities (the "Owner") having or hereafter acquiring any right, title, or interest in or to any portion of the Subject Property and their heirs, legal representatives, successors and assigns.

I.
PERMITTED AND PROHIBITED USES

No lot or portion of the Subject Property shall be used for any purposes, except for office, retail (subject to the further limitations herein contained), commercial processing, research, servicing, light industrial, manufacturing, retail sales of industrial products by manufacturers thereof or by manufacturer's representatives, warehousing or distribution purposes and services ancillary to such uses, or any combination of such uses, and heavy industrial if approved by Developer in writing. Furthermore, no portion of the Subject Property shall ever be used or utilized as the site for a trailer court, junk yard, scrap metal yard or waste material business, sale in bulk of junk, automobile wrecking yard, salvage yard, asphalt plant, any storage, dumping, disposal, incineration or reduction of hazardous waste, garbage or refuse, any fire or bankruptcy sale or auction house operation, or as an airport. No use shall be permitted which (1) is offensive by reason of odor, fumes, dust, smoke, noise, vibrations, radiation, radio interference or pollution, (2) is hazardous by reason of excessive danger of fire or explosion, (3) otherwise constitutes a nuisance, (4) is dangerous or unsafe, (5) would injure the reputation of the Subject Property, or (6) is in violation of any city, county, state or federal law, regulation or ordinance. No restaurant, gasoline service station, motel or other retailing use will be permitted in the Subject Property except on lots adjoining and facing F.M. 521 or Riley Road or on such other lots in the Subject Property, if any, as the Developer shall first approve in writing.

The following uses also shall not be permitted in or on any portion of the Subject Property: (1) any distilling, refining, smelting, meat, poultry or fish processing plant, agricultural or mining operation; (2) any mobile home park, trailer park, labor camp, or stockyard (except this provision shall not prohibit the temporary use of construction trailers during periods of construction,

reconstruction or maintenance); (3) any mortuary or funeral home; (4) any establishment whose primary business is the sale or rental or display of sexual materials or drug related paraphernalia or whose primary business is providing any adult only or sexually oriented service or product including, but not limited to, massage parlors, topless establishments, any "adult" bookstore or "adult" movie theater; (5) any flea market, amusement park or video arcade; provided, however, that this prohibition shall not prohibit placement of video machines that are incidental to the conduct of a permitted business at the Subject Property; and (6) any gaming facility or operation including, but not limited to, off-track or sports betting parlor, table games such as blackjack, poker, slot machines, video poker, blackjack, keno machines or similar devices or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to any government sponsored gaming activities or charitable gaming activities so long as such governmental or charitable activities are incidental to the business being conducted by the occupant of that portion of the Subject Property.

II. ARCHITECTURAL CONTROL

A. **Plan for Development.** The plan for the development of the Subject Property contemplates the centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the Subject Property as a whole. It is accordingly covenanted and agreed that no building, structure or any appurtenances thereto of every type or kind, including, without limitation, patios, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, drives, driveways, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, poles, exterior tanks, solar energy equipment, exterior air conditioning fixtures and equipment, exterior lighting, radio, conventional or cable or television antenna or dish, microwave television antenna and/or landscaping (collectively herein referred to as the "Improvements") shall be commenced, erected, constructed, placed, or maintained upon any portion of the Subject Property and/or any exterior modification, expansion, change or alteration be made to any Improvement shall be commenced, erected, constructed, placed, or maintained upon any portion of the Subject Property until the plans and specifications therefor ("Plans") showing the nature, color, kind, shape, height, materials and location of the same (including site landscaping and grading plans and utility layout) have been submitted to and approved in writing as to harmony and external design and location and relationship to surrounding structures and topography, by Developer until the "Transfer Date" (hereafter defined) and thereafter by the "Board" (hereafter defined). All references in this Article II and in Article III hereafter made to the Board shall refer to the Developer prior to the Transfer Date and thereafter to the Board. In the event that the Board fails or refuses to approve or disapprove such design or location within thirty (30) days after the Plans have been submitted to it, it will be deemed that the Board has approved such Plans. In the event of damage or destruction of any Improvement, approval shall be granted by the Board for the restoration of Improvements if the Improvement is to be restored in accordance with the original approved Plans. If the Improvements will not be restored in accordance with the original approved Plans, then the Plans for such restoration shall be subject to approval in the same manner as the original Improvements to the lot. All decisions of the Board shall be final, conclusive and binding and there shall be no review of any action of the Board.

B. **No Representation or Warranty; Limitation of Liability.** No approval of Plans shall ever be construed as representing or implying that such Plans will, if followed, result in a properly constructed structure complying with all applicable legal requirements or built in a good and workmanlike manner or be deemed approval of the Improvement from the standpoint of safety, whether structural or otherwise. Neither Developer, the Association nor any members of the Board shall be liable in damages to anyone submitting Plans for approval, or to any Owner or occupant of any part of the Subject Property affected by this Declaration, by reason of or in connection with the approval or disapproval or failure to approve any Plans submitted. Every person who submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant of any portion of the Subject Property involved herein agrees, by acquiring title thereto or any interest therein, that such person will not bring any action or suit against the Developer, the Association, or any of the members of the Board to recover any such damages.

C. **Inspection of Improvements.** The Board or its duly authorized representative shall have the right, but not the obligation, to inspect any Improvements to a lot prior to or after completion.

D. **Notice of Completion.** Promptly upon completion of any Improvements, Owner shall deliver a notice of completion ("Notice of Completion") to the Board and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Board shall be deemed to be

the date of completion of such Improvements, provided that the Improvements are, in fact, completed as of the date of receipt of the Notice of Completion.

E. **Notice of Non-Compliance.** If, as a result of inspections or otherwise, the Board finds that any Improvement has been constructed or undertaken without obtaining the approval of the Board, or has been completed other than in substantial conformity with the Plans furnished by the Owner to and approved by the Board, or has not been completed within a reasonable period of time (as determined by the Board) after the date of approval by the Board (as determined by the Board), subject to delays due to "force majeure" (hereafter defined) causes, the Board shall notify the Owner in writing of the noncompliance, which notice (the "Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Board receives a Notice of Completion from the Owner. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. The Notice of Noncompliance may be filed in the public records and the cost of preparing and filing the same and the release thereof shall be paid by such Owner.

F. **No Waiver or Estoppel.** No action or failure to act by the Board shall constitute a waiver or estoppel with respect to future action by the Board.

G. **Variances.** The Board may authorize variances from compliance with any of the provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures within set-back lines established on a plat (or plats) of the Subject Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require or when such variance would result in a more common beneficial use and enhance the overall development plan for the Subject Property. Such variances must be evidenced in writing and shall become effective when signed by a majority of the members of the Board. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular lot and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to zoning ordinances or requirements imposed by any governmental authority having jurisdiction.

III.

CONSTRUCTION-RELATED RESTRICTIONS

A. **Exterior Materials.** Each building to be located on any portion of the Subject Property shall be constructed with exterior materials of brick veneer, masonry, steel, aluminum, metal, wood or glass, or their equivalent and, except as otherwise approved by the Board, fifty percent (50%) of the front exterior of each main building facing a street shall be constructed of brick or other masonry construction. Any concrete block exterior surfaces shall be painted. Except for the roof which may be galvanized, any steel, metal or aluminum exterior surfaces shall be coated or painted with an enamel finish or be surrounded with a masonry or other skirt approved by the Board. Any wood exterior surface shall be used only in conjunction with a minimum of fifty percent (50%) masonry or brick design exteriors. All exterior tilt-up concrete walls must be painted unless constructed with decorative aggregate exterior designs. No loading docks fronting on a lot or on a street which extends directly from Buffalo Speedway or Riley Road into portions of the Subject Property will be permitted.

B. **Building Set Backs.** No building, parking lot, or other structure or facility of any nature shall be constructed or erected on a lot between the adjoining street or roadway right-of-way line or adjoining side or rear property lines and the Set Back Lines (defined below) which shall run parallel to each the Property shall be as follows:

(1) For all Building Sites adjoining any street or roadway, the Set Back Line along such streets and roadways shall be forty (40') feet; provided, however that for all lots fronting Buffalo Speedway or Riley Road, the Set Back Lines shall be sixty (60') feet; and provided, further that the Set Back Lines specified in this subparagraph B.(1) shall not apply to paving for parking purposes;

(2) For all lots (excluding paving for parking), the Set Back Lines along any side or rear property line not adjoining a street or roadway shall be ten (10) feet; and

(3) No paving for parking shall be closer than five (5') feet to any side or rear property line not adjoining a street or roadway.

For purposes of this Declaration, all Set Back Lines shall be measured from (a) the right-of-way line of the street or roadway adjoining the lot as such right-of-way line exists at the time that the construction of the improvements on the lot is commenced, or (b) the adjoining side or rear property line, as applicable.

C. **Parking.** Each Owner or lessee shall at all times devote a sufficient portion of its lot to providing paved off-street parking facilities adequate for the use(s) to which its lot is put and otherwise sufficient to comply with any applicable law, rule, regulation or ordinance, but not less than the following:

Use	Number of Spaces
Office	4 spaces per 1000 square feet of net usable area
Commercial Services, Manufacturing or Limited Warehousing and Distribution	1 space per 1000 feet of net usable area

Parking will not be permitted on any street or at any place other than the paved parking spaces provided therefor. Each Owner and lessee shall be responsible for compliance with this Paragraph C. by constructing paved parking areas on such Owner's lot, provided that paved parking areas shall cover not more than eighty-five percent (85%) of the area between a building and a dedicated or private street. Parking between a dedicated street and a building shall be solely for automobiles (including vans and small trucks), but no parking shall be permitted in such area for large trucks or other commercial equipment.

The Board reserves the right during its review of construction plans to relax minimum parking requirements on the lots where necessary or desirable to accomplish more effective and compatible land utilization.

D. **Signs.** "For Sale" and "For Lease" and "Signs" shall be permitted of a reasonable size not to exceed a maximum of thirty (30) square feet. All signs shall be of a design and material approved in writing in advance by the Board in the exercise of good faith judgment. Unless otherwise approved in writing by the Board, which approval shall not be unreasonably withheld or delayed as to at least one free-standing identification sign on each lot, all signs must be attached to a building, parallel to and contiguous with its wall, and not project above its roof line or shall be ground mounted and not project above the roof line. No sign of a neon, flashing nature or moving character shall be installed and no sign shall be painted on a building wall.

E. **Building Height.** No building or any other Improvements shall be constructed or expanded on the Subject Property (i) which exceeds three (3) stories in height, (ii) which is in excess of fifty feet (50') in height, including within such calculation, any parapets or architectural features, but roof top equipment may be added to any such building located upon the Property, provided the same is adequately screened and, provided that the overall height of any such building and equipment and screening does not exceed fifty-five feet (55'), or (iii) which, as determined by the Board, are not aesthetically consistent with the then existing Improvements on the Subject Property.

F. **Harmful Substances.** No affluent containing harmful bacteria, poisonous acids, oils or other harmful substance shall be permitted to drain or drift beyond the property lines of any lot.

G. **Loading/Unloading.** Delivery vehicle loading and unloading shall occur on-site only and street delivery vehicle loading and unloading is not permitted. Loading/unloading facilities shall be separated from employee, customer and visitor circulation and parking areas.

H. **Outside Storage or Operations.** No outside storage of any kind shall be permitted unless such activity is no closer to the front property line than the front of any building constructed on such lot. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs off truck, boat rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any lot is no closer to the front property line than the front of any building constructed on such lot. Retail sales equipment may be displayed outside in a manner which is architecturally

compatible with the other Improvements on the lot, with the approval of the Board. Water towers, cooling towers, communication towers, fans, exterior processing equipment, storage tanks, roof-top equipment, ground-mounted equipment, and any other similar structures or equipment shall be architecturally compatible with the other Improvements on the lot, or effectively shielded from view from a dedicated or private street in a manner approved in writing by the Board prior to construction.

I. **Utility and Drainage Easements.** Developer reserves the right, without the necessity of joinder of any Owner or other person or entity (and each and every Owner or lessee, by its acceptance of a deed or ground lease covering any portion of the Subject Property, hereby grants to Developer the right), to grant, dedicate, reserve or otherwise create, from time to time, easements for public utility purposes in, on, over, through and across any portion of the Subject Property lying within twenty-five feet (25') of any street (dedicated or private) and within ten feet (10') of any side or rear property line, said easements to be for the purpose of laying, constructing, installing, maintaining, operating, inspecting, repairing, altering, substituting, replacing and removing any and all lines, cables, pipes, conduits, wires, poles, equipment and other necessary or desirable appurtenances for providing utilities (including, without limitation, electric, water, gas, telephone, sanitary sewer, drainage utilities and cable and other communications facilities) to the Subject Property; such easements to be for the use and benefit of Developer, and any utility or cable company to whom Developer conveys or grants an easement for the purpose of providing utilities and related services to the Subject Property and the Owner of any portion of the Subject Property, their heirs, legal representatives, successors and assigns. If applicable, Owners shall have the right to use the drainage easement and to tie into any such utility lines located on such Owner's respective lot upon payment of any tie-in charge imposed by the utility company, or by any party providing such utility service. No structure shall be erected on any of said easements, and no Improvements may be placed within said easements without the prior written approval of the Board and any utility company using such easements. Easements may be crossed by driveways and walkways provided the Owner secures the necessary prior approval of the effected utility companies furnishing services, and provides and installs any special conduit and other equipment of approved (by the utility companies) type and size, under such driveways and walkways prior to construction thereof. Neither Developer nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or contractors to shrubbery, trees, flowers or other improvements (except damage to the aforementioned special conduit and other equipment, if any) located on the land covered by said easements.

Title to any lot conveyed by Developer by deed or other conveyance or ground lease shall not be held or construed in any event to include the title to any easement estates or any improvements within such easement estates or appurtenances thereto, constructed by or under Developer or its agents through, along, or upon any portion of the Subject Property, and the right to maintain, repair, sell, lease or replace such facilities or the appurtenances thereto to any municipality or other governmental agency or to any public service corporation or to any other party, is expressly reserved in Developer.

An easement is hereby granted to utility companies and other entities supplying service (and agents and contractors thereof) for reasonable ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, telephones, cable service, electricity, gas and appurtenances thereto, on, above, across and under the Subject Property within the utility easements from time to time existing to and from service lines situated within such easements to the point of service on or in any structure situated on the lots. Further, an easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service vehicles and other service vehicles, and to the operators thereof, to enter upon the Subject Property in performance of their duties. Neither Developer nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or contractors to shrubbery, trees, flowers or other improvements (except damage to the aforementioned special conduit and other equipment, if any) located on the land covered by said easements.

J. **Temporary Structures.** No tent, shack, temporary building or structure, other than construction offices and structures for related purposes during the construction period, shall be installed or maintained on any lot without the prior written approval of the Board. All temporary structures used for construction purposes must receive approval by the Board with regard to location and appearance, and must be removed promptly upon completion of construction.

K. Fences. Except as otherwise approved by the Board, all fences installed by an Owner along or in the vicinity of the boundary lines of such Owner's lot shall consist of six (6') foot chain-link fences.

L. Landscaping. Each Owner agrees to install the following landscaping on such Owner's lot: (i) all unpaved areas from the front building line to the street (including any ditches) shall be planted with St. Augustine grass, except for any areas which may be landscaped with trees, shrubs, or bushes or other ground cover approved by the Board; (ii) the entire front portion of the building which is located on or adjacent to the front building line shall be landscaped with shrubs and/or bushes approved by the Board, provided that if the office portion of the building is located or adjacent to the front building line, the landscaping may, at the option of the Owner, be limited to the greater of (a) fifty (50') feet or (b) the entire length of the office portion of the building which faces the street; and (iii) the Owner shall plant one tree with a caliper of not less than three (3") inches for each fifty (50') feet of street frontage, which tree(s) shall be planted in the front building setback area.

IV. MAINTENANCE OF PROPERTY

The Owner or lessees of any portion of the Subject Property shall have the duty of and responsibility for keeping their respective lot and landscaping, vegetation, premises, Improvements and appurtenances, in a well-maintained, safe, clean, sanitary and attractive condition at all times, in compliance with all applicable regulations of governmental agencies having jurisdiction over health, environment, safety and pollution control. No refuse or waste materials shall be permitted to accumulate on any part of the Subject Property but shall be regularly collected and disposed of. If, in the opinion of the Developer, any such Owner or lessee is failing in this duty and responsibility, then Developer may give such Owner or lessee, or both, written notice of such fact, and such Owner or lessee must, within ten (10) days of such notice, undertake the care and maintenance required to restore such Owner's or lessee's property to a safe, clean and attractive condition. Should any such Owner or lessee fail to fulfill this duty and responsibility after such notice, then the Developer shall have the right and power to perform, or have performed, such care and maintenance, including, without limitation, the mowing of any vacant lot, and the Owner and lessee (and/or both of them) of the lot on which such work is performed by the Developer shall be liable for the cost of any such work and shall promptly reimburse the Developer for the cost thereof. If such Owner or lessee shall fail to so reimburse the Developer within thirty (30) days after being billed therefor, then said cost shall be a debt of such owner or lessee (and both or them), payable to the Developer, and shall be a lien against any such owner's and/or lessees's property in the Subject Property, which lien shall be subordinate to any now existing or hereafter created valid liens securing purchase money, the cost of construction or permanent financing therefor, or any renewal or extension of such liens. From and after the Transfer Date, the Board automatically shall have the authority reserved to the Developer in this Article IV to cure any default of an Owner or lessee.

V. INSURANCE, INDEMNITY AND CASUALTY LOSS

A. Each Owner, with respect to its lot, including the Improvements and any operations thereon, shall maintain at all times during the term of this Declaration, commercial general liability insurance (including contractual liability insurance) with combined single limit coverage for personal injury, bodily injury or death or property damage or destruction (including loss or the use thereof) for any one occurrence for an aggregate limit for all claims of One Million Dollars (\$1,000,000); provided, however, that the Board shall have the right to require an increase in the aggregate limit of such liability insurance if it becomes industry standard to provide increased amounts of coverage. Such insurance shall be maintained in reputable, financially responsible insurance companies, and each Owner shall furnish to the Board upon request a certificate or copy of its respective insurance policy conforming with the provisions hereof. The Developer and Board shall be named as an additional insured under each Owner's commercial general liability insurance policy.

B. Each Owner shall maintain, at its cost, property damage insurance covering the full replacement value of all Improvements located on their respective lot, insuring against the perils of fire, lightning, extended coverage vandalism and malicious mischief, from time to time. Such insurance shall be maintained in a reputable, financially responsible insurance company, and the Owners shall furnish to any other Owner upon request a certificate or copy of its policy of insurance conforming to the foregoing provisions.

C. SUBJECT TO THE PROVISIONS OF PARAGRAPH D. BELOW, EACH OWNER ("INDEMNITOR") COVENANTS TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DEVELOPER, BOARD AND EACH OTHER OWNER ("INDEMNITEE") FROM AND AGAINST ALL CLAIMS, COSTS, EXPENSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED IN CONNECTION WITH (I) ALL DAMAGES AND CLAIMS INCLUDING ANY ACTION OR PROCEEDING BROUGHT, ARISING FROM OR AS A RESULT OF THE DEATH OR INJURY OF ANY PERSON, OR DAMAGE TO THE PROPERTY OF ANY PERSON OR ENTITY, WHICH SHALL OCCUR ON THE LOT OWNED BY EACH INDEMNITOR, EXCEPT FOR CLAIMS CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OR OMISSION OF THE INDEMNITEE, ITS LICENSEES, CONCESSIONAIRES, AGENTS, SERVANTS OR EMPLOYEES, OR THE AGENTS, SERVANTS OR EMPLOYEES OF ANY LICENSEE OR CONCESSIONAIRE WHEREVER THE SAME MAY OCCUR; AND (II) ALL DAMAGES AND CLAIMS ARISING FROM OR AS A RESULT OF THE DEATH OR INJURY OF ANY PERSON, OR DAMAGE TO THE PROPERTY OF ANY PERSON OR ENTITY WHICH OCCUR ON ANOTHER OWNER'S PROPERTY AS A RESULT OF ACTIONS OR OMISSIONS OF THE INDEMNITOR.

D. Notwithstanding anything contained in this Declaration to the contrary, each Owner ("Injured Owner") hereby waives any and all rights of recovery, claims, actions or cause of actions against another Owner and such other Owner's agents, servants, partners, shareholders, officers or employees (collectively, the "Injuring Owner") for any loss or damage that may occur upon the Injured Owner's property or to any personal property of such Injured Owner by reason of fire, the elements or any other cause which is insured against (or could be insured against) by the terms of policies maintained by the Injured Owner or policies required to be maintained by Injured Owner pursuant to the terms of this Declaration, including the negligence of the Injuring Owner, its agents, officers, partners, shareholders, servants or employees and no insurer shall have any right of subrogation or assignment against such Injuring Owner.

E. The insurance coverages described in Paragraphs A. and B. above may be carried under a policy or policies covering other liabilities, properties and locations of an Owner of the lot subject to this Declaration or a subsidiary or affiliate or controlling corporation of such Owner. Each insurance policy or policies shall contain a provision that such policy may not be cancelled without a thirty (30) day written prior notice by the insurer to each of the other Owners.

F. In the event of a casualty loss to any Improvements, the affected Owner shall within ninety (90) days after the occurrence of the casualty loss, either (i) repair all exterior and structural portions of such Improvements to the condition which existed immediately prior to such damage or destruction or to such other condition approved by the Board or (ii) demolish and remove its damaged Improvements leaving a graded and landscaped and/or seeded area. In the event of any such casualty loss or destruction, each Owner shall as soon as possible repair any common utility lines located upon its lot which service another Owner's lot. Any Owner that does not elect to repair or reconstruct after a casualty loss shall be entitled to retain all its insurance proceeds in connection with such casualty loss provided that such Owner demolishes and removes the damaged Improvements; otherwise, the insurance proceeds in excess of the cost of demolishing and removing all damaged Improvements on its lot shall belong to and be paid to the Association.

VI. ENVIRONMENTAL REMEDIATION

Each Owner ("First Owner") agrees to indemnify, defend and hold harmless each of the other Owners ("Other Owners") from and against any costs, fees or expenses (including, without limitation, environmental assessment, investigation and environmental remediation expenses, third party claims and environmental impairment expenses) incurred by any of the Other Owners in connection with First Owner's generation, storage, transportation, treatment or disposal of Hazardous Substances at, to or from the portion of the Subject Property owned by the First Owner and with First Owner's compliance with its covenants set forth herein, including, but not limited to, Other Owners' costs in connection with monitoring such compliance. "Hazardous Substances," as used in this Article VI means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (c) any oil, petroleum products, and their by-products; (d) any substance the presence of which on the portion of the Subject Property owned by the First Owner is prohibited, regulated or restricted by any law or regulation similar to those set forth in this definition, and (e) any other substance which by law

or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

VII.
ENFORCEMENT

Any notice to the Developer or request for approval by the Developer shall be made to the Developer in writing, and shall be sent to the Developer by certified or registered mail, postage prepaid, addressed as follows: South Belt Industrial Park, P. O. Box 450165, Houston, Texas 77245, Attention: Darryl Schroeder. If any request for approval of a variance or exception to the restrictions provided herein, or approval of any proposed action by an Owner is required to be made by the Developer, the Developer shall, within thirty (30) days after the request is made, give the person making the request, at such person's address as shown in the request, written notification either of the approval by the Developer, which approval shall not be unreasonably withheld or delayed, or of its rejection of the request, with a specification of the reasons for such rejection. If the Developer fails to give to the person requesting such approval notification of rejection within such 30-day period as provided for above, the Developer shall be conclusively deemed to have given its approval with regard to the request made. Any approval or rejection given by the Developer shall be in writing, and shall be signed by the Developer, and any written approval, rejection or other communication by the Developer may be relied upon, as the act of the Developer, by the person receiving such approval, rejection or other communication.

The Developer, including any successor owner of a substantial portion of the Subject Property succeeding the Developer as a developer of the Subject Property, any Owner and the Association (collectively, the "Principal Beneficiaries") shall have the right to enforce the restrictive covenants set forth in this Declaration against any person or persons violating or attempting to violate this Declaration. No tenant, lessee or occupant of any portion of the Subject Property and no customer or invitee of any such tenants, lessee or occupant and no other party whomsoever (other than a Principal Beneficiary, as aforesaid) shall have any rights to enforce any provision of this Declaration. In the event of a violation or attempted or threatened violation of any provision of this Declaration, in addition to all other rights and remedies available at law or in equity, a Principal Beneficiary shall be entitled to obtain restraining orders and injunctions (temporary and permanent) enjoining and prohibiting such violation, attempted or threatened violation and commanding compliance with the provisions of this Declaration.

VIII.
COVENANT FOR MAINTENANCE ASSESSMENTS

A. **Creation of the Lien and Personal Obligation of Assessment.** The Developer for each lot owned within the Subject Property, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land to pay to the Association assessments or charges imposed from time to time by the Board (hereinafter referred to as "Assessments"). The Board shall have the right to adopt and from time to time revise and amend procedures for the purpose of establishing the Assessments, due dates, billing and collection of the Assessments, provided that such procedures are not inconsistent with the provisions hereof; provided, however, that the Assessments shall not commence to accrue against any Owner until thirty percent (30%) or more of the Subject Property has been sold by the Developer or the Developer's successors or assigns. Prior to such date, the Developer shall fund all costs of maintenance of the Subject Property. Written notice to Owners from the Developer of the sale of thirty percent (30%) or more of the Subject Property shall constitute prima facie evidence of such fact, and the Assessments shall thereafter commence to accrue against such Owners on the first day of the first calendar month following receipt of such notice. The Assessments shall be uniform as to each lot on a per square foot basis according to the land area comprising such lot. If the Assessments have commenced to accrue against the Owners, then, at the time an Owner takes title to a lot, the installment for that month shall be prorated as of the day the Owner takes title. Any Assessments not paid and received within ten (10) days from the due date shall be deemed delinquent and, without notice, shall bear interest until paid at the maximum non-usurious rate allowed by applicable law. The Board, at its option, may impose and collect late charges on delinquent payments, in addition to interest, in an amount to compensate the Association for the administrative burden of dealing with the delinquency.

To secure the payment of the Assessments levied hereunder and any other sums due hereunder (including, without limitation, attorney's fees and costs of collection, interest or late charges), a vendor's lien and superior title shall be and is hereby reserved, and a contractual lien is hereby created, in favor of the Association, in and to each lot and assigned to the Association,

which liens shall be enforceable as hereinafter set forth by the Board or its appointed agent ("Agent") on behalf of the Association.

Notice of the unpaid amounts, at any time, secured by the liens referred to, reserved by and created in this Article VIII may, but shall not be required to be given by the recordation in the Real Property Records of Harris County, Texas of a "Notice of Non-Payment," duly-executed and acknowledged by an Agent of the Association, setting forth the amount owed, the name of the reputed Owner or Owners of the affected lot according to the books and records of the Association, and the legal description of such lot. The cost of preparing and filing the Notice of Non-Payment and its release shall be secured by the lien therefor.

Each Owner, by acceptance of a deed to such Owner's lot, hereby expressly recognizes the existence of such liens as being prior to such Owner's ownership of such lot and hereby vests in the Board or its Agent the right and power to bring all actions against such Owner or Owners personally for the collection of such Assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both by judicial and non-judicial foreclosure. Additionally, by acceptance of the deed to such Owner's lot, each Owner expressly grants a power of sale such Owner's lot and all Improvements thereon, and all rights appurtenant thereto for the purpose of securing the aforesaid Assessments and other sums due hereunder remaining unpaid by such Owner from time to time. The Agent may be changed at any time by the Board. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such liens, then it shall be the duty of the Agent, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such lot and all Improvements thereon, and all rights appurtenant thereto, at the door of the County Courthouse of Harris County, Texas (in the area designated by the Commissioner's Court of Harris County, Texas, for such purpose), on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash after the Agent shall have given notices of the proposed sale in the manner hereinafter set forth, or as provided by statute, whichever is less burdensome. Following sale, the Agent shall make due conveyance of the lot and all Improvements thereon to the purchaser or purchasers, and may, but shall not be required to give a general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such lot and all Improvements thereon and their heirs, executors, administrators and successors. The Agent shall give notice of such proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse door of Harris County, Texas, by filing such notice with the County Clerk of Harris County, Texas, at least twenty-one (21) consecutive days preceding the date of sale, and, in addition, the Agent shall serve written notice at least twenty-one (21) days preceding the date of sale by certified mail on each debtor obligated to pay the debt according to the records of the Association of such sale and the notice thereof shall comply with the provisions of Section 51.002 of the Texas Property Code as it may be amended from time to time. Service of such notice shall be completed upon deposit of the notice in the United States mail, properly addressed to such debtor obligated to pay the debt at the most recent address as shown by the records of the Association. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

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

B. Purpose of Assessments. The Assessments levied by the Board shall be used exclusively for the purpose of: (i) the operating costs and expenses of the Association; (ii) the payment of all organization costs and attorney fees incurred by the Association in connection with the enforcement of this Declaration; (iii) the maintenance, replacement and repair of the Private Streets and any Improvements located within the Private Streets; (iv) the establishment and maintenance of capital and operating reserves that the Board determines to be necessary and desirable; (v) the payment of any ad valorem or other taxes due on any property owned by the Association; (vi) the payment of any costs or expenses incurred with respect to the provision of any facilities and services related to the Private Streets and other portions of the Subject Property determined to be necessary by the Board; (viii) street lighting, street sweeping and street maintenance of the Private Streets in the Subject Property and maintenance of entry markers,

greenbelts, signs, esplanades and landscape reserves owned by the Association; and (vii) promotion of the recreation, health, and safety and welfare of the Owners and tenants of the Subject Property.

C. **Maintenance Fund.** The Assessments collected by the Association shall be paid into a maintenance fund (the "Maintenance Fund") and shall be held, managed, invested and expended by the Board, in its sole good faith discretion, for any of the permitted purposes. The Board and the Directors shall not be liable to any person or entity as a result of any action taken by the Board with respect to the Maintenance Fund, except for willful misconduct or fraud.

D. **Basis of Maximum of Annual Assessments.** Notwithstanding the provisions of Paragraph A of this Article VIII. to the contrary, the maximum initial annual assessment shall be one-quarter cent per square foot of land area in the Subject Property. From and after January 1, of the next succeeding year, the annual assessment may be increased as follows:

The Developer may determine and certify that the then current annual assessment is not sufficient to meet reasonable expenses of maintaining and enforcing this Declaration and, the Developer may increase the annual assessment by an amount which shall not exceed the greater of: (i) 10% or (ii) an amount equal to the yearly rise in the Consumer Price Index (All Products) for the Houston, Harris County, Texas metropolitan area as published by the United States Department of Labor for the preceding month of July. The annual assessment shall not be increased more than once in any calendar year. However, the right to increase the annual assessment as aforesaid shall be cumulative and in the event the annual assessment is not increased to the maximum amount allowed for any one or more years, then the Developer shall thereafter have the right to increase any subsequent annual assessment to an amount equal to the maximum annual assessment that would have been chargeable for that year as if the annual assessment had been increased by the maximum allowable hereunder for such year.

Notwithstanding the foregoing provisions of this Paragraph VIII.D, in the event the Board determines that it is necessary to increase the annual assessment more than the amount prescribed by the formula, the Board, by majority vote, and two-thirds (2/3rds) of the votes of all Owners who are voting in person or by proxy at a meeting duly called for such purpose, may increase the maximum annual assessment for the subject calendar year.

E. **Subordination of Assessment Lien to Mortgages.** The liens securing the Assessments provided for herein shall be subject and subordinate to (i) all liens for taxes or assessments levied by the City, County and State Governments or any political subdivision or special district thereof, and (ii) the lien of any duly-recorded first and/or second mortgage lien or first and/or second lien deed of trust upon one or more lots made in good faith and for purchase money or improvements. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any first or second mortgage lien, pursuant to a foreclosure of such lien or a conveyance in lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve the new Owner of such lot from liability for any assessment thereafter becoming due according to the terms herein contained or from the lien thereof.

F. **Exempt Property.** Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of assessments: (a) any areas designated as Common Areas by the Developer; and (b) all property dedicated to and accepted by any governmental authority or public utility.

IX. PROPERTY OWNERS' ASSOCIATION

The administration of the Subject Property shall be governed by the SOUTH BELT INDUSTRIAL PARK ASSOCIATION, a Texas non-profit corporation ("Association") to be formed not later than sixty (60) days following the closing of the sale of the first lot out of the Subject Property. The Association shall act through a Board of Directors ("Board") of not less than three (3) Directors who need not be members of the Association. The initial Directors of the Association shall be selected by Developer. The initial Directors for the Association shall hold office for an initial term of three (3) years and, thereafter, until their successors are duly elected and qualified. After the expiration of the term of the initial Directors, the members of the Association shall elect a Board of Directors as provided for in the Bylaws. Directors shall receive no compensation for their services, but, by resolution of the Board, a Director may be reimbursed for reasonable expenses and costs incurred by him in carrying out his duties. The Board shall have the power to enact any rules, bylaws, procedures and regulations, not inconsistent with this Declaration.

"Transfer Date," as used herein, shall mean the earlier to occur of: (i) January 1, 2006; (ii) thirty (30) days following the date that seventy-five percent (75%) or more of the total square footage of the Subject Property has been conveyed to parties not related to or affiliated with the Developer; or (iii) the Developer's recordation of a notice in the Real Property Records of Harris County, Texas, to the effect that the Transfer Date has occurred for purposes of this Declaration.

The Directors and the officers of the Association shall not be personally liable to the Owners, Developer or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any submitted plans), except for gross negligence, willful misconduct or bad faith. Every person who submits any Plans to the Board for approval as herein provided agrees by submission of such Plans, and every lessee or Owner or person claiming by or through an Owner or lessee agrees by acquiring title to any lot or interest in a lot, that it will not bring any action or suit against the Association or any director or officer, or any one or more of them, their respective agents, employees, members or assigns, to recover any damages as a result thereof, except for gross negligence, willful misconduct or bad faith.

Any Owner of a lot within the Subject Property shall be a member of the Association, and shall remain a member for the period of its ownership. Each member of the Association shall be entitled to one (1) vote for each ten thousand (10,000) sq. ft. of the total square footage of the lot it owns; provided, however, that in the event of the expansion of the Subject Property subject to this Declaration the votes to which an Owner of land within the Subject Property is entitled shall be revised and adjusted to a ratio that said number of square feet owned bears to the total number of square feet in the Subject Property, as expanded. No Owner shall be entitled to vote in any election concerning any action submitted before the Members for their vote during any period in which any such fees or assessments are delinquent or such Owner is otherwise in violation of this Declaration as to which such Owner has received written notice of such violation.

X.
SEVERABILITY

Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XI.
ADDITIONAL RESTRICTIONS

The Developer may make additional restrictions by appropriate provisions in any deed or deeds hereafter conveying any land in the Subject Property, without otherwise modifying the general plan outlined above, and such other restrictions shall inure to the benefit of the Owners of any other land in the Subject Property in the same manner as though they had been expressed herein. Without the consent of any other party, including any Owner, Developer shall have the right to extend the restrictions and covenants hereof to any land owned or acquired by Developer, any boundary of which lies within one mile of the Subject Property ("Additional Land") by filing an election to add the Additional Land to the Subject Property as being subject to this Declaration, in the Real Property Records of Harris County, Texas. Nothing herein contained, however, shall be deemed to impose any restrictions on any portion of the Additional Land unless Developer, as the owner of the Additional Land or any portion thereof, thereafter elects to subject any portion of the Additional Land to the general plan outlined above by expressly providing for same in any deed or other instrument executed by the Developer, as the owner of the portion of the Additional Land to be made subject to these covenants and restrictions.

XII.
TERM

These covenants shall run with the land comprising the Subject Property and shall be binding on all Owners and lessees of any of the Subject Property and their respective heirs, executors, administrators, devisees, successors and assigns, and all persons claiming under them, from the date on which these covenants are recorded though January 1, 2036, after which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to January 1, 2036 (or the end of any extended period) an instrument executed and acknowledged by the persons or entities who then own at least two-thirds (2/3rds) of the total square footage of land in the Subject Property (exclusive of public streets) has been recorded in the Real Property Records of Harris County, Texas, terminating these covenants in whole or in part at the end of any such original or extended term.

XIII.
AMENDMENTS

Notwithstanding the provisions of Article XII to the contrary, this Declaration may be amended by the written action of the Owners of at least two-thirds (2/3rds) of the total square footage in the Subject Property, regardless of whether such two-thirds (2/3rds) ownership consists of Developer alone, Developer and Other Owners or Other Owners alone; provided, however, that if such two-thirds (2/3rds) ownership consists of Owners alone, then so long as Developer retains fee simple legal title to at least five (5) acres in the Subject Property, such Owners must obtain Developer's written consent to any amendment of this Declaration and Developer agrees to consider any proposed amendment in the exercise of good faith judgment and to describe its objections thereto, if any, in writing in reasonable detail. No amendment shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change and unless written notice of the proposed amendment is sent to Developer and every Owner at least forty-five (45) days in advance of any action taken prior to recordation. No amendment shall be applicable to existing Improvements on the Subject Property (or the replacement of such Improvements following casualty or other damage if restored in a substantially similar manner and the restoration is in compliance with all applicable laws) unless such instrument(s) shall be signed by all of the then Owners of the Subject Property. Notwithstanding anything herein to the contrary, Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any owner or other party, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record by Developer for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein; provided, however, that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner; and provided further, that nothing herein shall be construed to permit a use inconsistent with or prohibited by the provisions of this Declaration.

XIV.
MISCELLANEOUS

A. **Protection of Name.** No Owner shall use the phrase "South Belt Industrial Park" or any word or words similar thereto in connection with any lot or any business operated in connection with any lot, without the prior written consent of Developer. The restriction contained in this Paragraph A is for the sole benefit of any may be enforced only by Developer.

B. **Notices.** Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, facsimile machine, telex or overnight air courier service. If served by mail, each notice shall be sent postage prepaid, certified mail, return receipt requested, addressed to any person at the address given by such Person to the Association in writing for the purpose of service of such notice, or to the lot of such person if no address has been given to the Association and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Association.

C. **Right of Entry; Enforcement by Self Help.** The Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any lot, including any Improvements located thereon, for emergency, security, maintenance, repair or safety purposes, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or occupant of the lot or Improvements.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Improvements or any portion of a lot to abate or remove, using such force as reasonably may be necessary, any Improvement to Property, other structure, or thing or condition that violates this Declaration, the Bylaws, any Rules and Regulations, or any use restrictions. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

All such entries shall be made with as little inconvenience to the Owner as is practicable in the judgment of the Association and any damages caused thereby (as distinguished from repairs

with respect to which the Association is entitled to a Reimbursement Assessment) shall be borne by the Maintenance Fund of the Association.

D. Platting/Replatting. If for any reason, the Developer should be required or deem it necessary to plat or replat the Subject Property, or any portion thereof, such platting or replatting may be accomplished without the consent of the other Owners, or their mortgagees; provided, however, that the Developer has obtained the approval of the appropriate governmental body or bodies for such platting or replatting. In addition, if for any reason an Owner other than the Developer, should find it necessary or be required to plat or replat all or a portion of the lot owned by him, such Owner may proceed with the platting or replatting without the consent of the other owners, or their mortgagees; provided, however, that (i) such Owner has obtained the approval of the appropriate governmental body or bodies, and (ii) the Board has given its prior written consent to such platting or replatting, which consent shall not be unreasonably withheld or delayed.

E. Violations of Law. Any violation of any federal, states, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Subject Property hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

F. Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

G. Restrictions Construed Together. All of the provisions of this Declaration shall be construed liberally to promote and effectuate the fundamental concepts of the Subject Property, as set forth in the Declaration.

H. Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

L. Estoppel Certificates. Within fifteen (15) days after receipt of a written request from any Owner, the Association shall certify by written instrument, duly executed and acknowledged, to any lender, purchaser or any other person specified in the request: (i) whether this Declaration has been supplemented or amended, and if so, the substance of the supplement or amendment; (ii) whether the Owner is in violation of any provision of this Declaration, and if so, the description of the violation; (iii) the then current amounts of Assessments and the status of their payment by such Owner; and (iv) any other matters may be reasonably requested by the Owner.

J. Captions for Convenience. The titles, headings, and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration.

K. Force Majeure. "Force majeure," as used herein, shall mean any delays in performance by a party required hereunder due to strikes, riots, acts of God, shortages of labor or materials, work, governmental laws, regulations or restrictions, inclement weather or any other causes of any kind whatsoever which are beyond the reasonable control of such party, in which event, the party prevented from performing as a result of such force majeure delays, shall be entitled to an extension of the time for performance equal to the duration of such force majeure delays.

L. Governing Law. This Declaration shall be construed and governed under the laws of the state of Texas.

M. Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may be transferred by operation of law to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added by operation of law to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, and restrictions established by this Declaration governing the Subject Property, together with the covenants and restrictions established upon any other property, as one plan, subject also to the provisions of the Declaration.

509-89-2771

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

EXECUTED this 29th day of August, 1996.

SOUTHBELT INDUSTRIAL PARK, L.L.C.

By *Darryl Schroeder*
Darryl Schroeder, President and Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 29th day of August, 1996, by DARRYL SCHROEDER, President and Manager of SOUTHBELT INDUSTRIAL PARK, L.L.C., a Texas limited liability company.

Patricia Rodricks
Notary Public in and for
The State of Texas



509-89-2772

CONSENT AND SUBORDINATION

TEXAS COMMERCE BANK NATIONAL ASSOCIATION, the holder of a lien against the Subject Property, by joining herein, hereby: (i) consents to all the provisions of the Declaration; (ii) subordinates the liens of its Deeds of Trust to the provisions of the Declaration with the same effect as if such instrument had been executed, delivered and recorded prior to execution of such Deeds of Trust; and (iii) agrees that, notwithstanding any foreclosure of their vendor's lien or deeds of trust (or conveyance in lieu thereof), the Declaration and all rights therein described, shall continue unabated, in full force and effect.

EXECUTED this 29th day of August, 1996.

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By Darl Petty
Name Darl Petty
Title Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 29 day of August, 1996, by Darl A. Petty, V.P. of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, on behalf of such association.

Donna Summers
Notary Public in and for
The State of Texas

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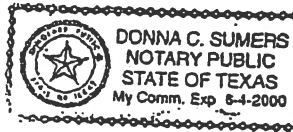


EXHIBIT A

TRACT 1

509-89-2773

(1)

A TRACT OR PARCEL OF LAND CONTAINING 116.5025 ACRES OUT OF A CERTAIN ORIGINAL 111.5097 ACRE TRACT AND AN ADJOINING H P L COMPANY TRACT OUT OF ORCHARD RIDGE ADDITION TO ALMEDA IN HARRIS COUNTY, TEXAS, IN THE J.T. BLACKBURN SURVEY, ABSTRACT 170 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 64, PAGE 7 OF THE HARRIS COUNTY MAP RECORDS, SAID 116.5025 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT;

BEGINNING at a 2 inch iron pipe with cap marked HPL SWC at the Southwest corner of said Blackburn Survey, Abstract 160 and the Southeast corner of the H. Sanders Survey, Abstract 763, the Northwest corner of the S.G. Haynie Survey, Abstract 212, and the Northeast corner of the H. Levering survey, Abstract 279, which also marks the Southwest corner of the HPL Company tract and in the South line of Lot 35 of Orchard Ridge Addition;

THENCE South 89 degrees 56 minutes 15 seconds East with the South line of said Blackburn Survey a distance of 800.08 ft. (called East - 800.27 ft.) to a 2 inch cap marked HPL SEC at the lower Southwest corner of said 111.5097 acre tract described in instrument recorded in Volume 7278, Page 380 thru 384 of the Deed Records of Harris County, Texas;

THENCE North 89 degrees 59 minutes 13 seconds East with an old fence and tree line and with the division line between said Blackburn and Haynie Survey's a distance of 1851.64 ft. (called South 89 degrees 58 minutes 54 seconds East - 1853.82 ft.) to a 5/8 inch iron rod set on the South side of a 10 inch creosoted fence post at the Southeast corner of said 111.5097 acre tract and also marking the Southeast corner of the herein described 116.5025 acre tract;

THENCE North 0 degrees 02 minutes 13 seconds West with the East boundary of said 111.5097 acre tract described in instrument recorded in Volume 7278, Page 380 thru 384 of the Harris County Deed Records and with the East line of an unrecorded subdivision called Park Almeda Industrial Park out of said Blackburn survey and with an old fence line a total distance of 1174.95 ft. to a 3/4 inch iron pipe found at an angle corner of the herein described tract and marking the Southeast corner of a certain 0.5732 acre tract described in instrument in Clerk's File No. L-154350 of the Office of Official Real Property Records of Harris County, Texas;

THENCE South 89 degrees 57 minutes 47 seconds West with the South line of Lot 12 of said unrecorded subdivision a distance of 207.99 ft. to a 3/4 inch iron pipe at the Southwest corner of said 0.5732 acre tract and marking a re-entrant corner of the herein described tract;

509-89-2774

(2)

THENCE North 0 degrees 02 minutes 28 seconds West with the East right-of-way line of a dedicated street ingress egress right-of-way recorded in Clerk's File J-562289 of the Official Real Property Records of Harris County, Texas (80.00 ft. in width) a distance of 120.00 ft. to a 3/4 inch iron pipe found at the Northwest corner of said Lot 12;

THENCE North 89 degrees 57 minutes 47 seconds East with the North line of lot 12 a distance of 208.00 ft. to a 3/4 inch iron pipe found at the Northeast corner of Lot 12 and marking and angle corner of the herein described tract;

THENCE North 0 degrees 02 minutes 13 seconds West with the East line of said original 111.5097 acre tract a distance of 359.83 ft. to a 3/4 inch iron pipe found at an angle corner marking the Southeast corner of Lot 8 being a 0.5732 acre tract described in instrument in Clerk's File No. R-533462;

THENCE South 89 degrees 57 minutes 47 seconds West passing a 3/4 inch iron pipe in the East right-of-way line of a dedicated street ingress egress right-of-way and recorded in J-562289 of the Office of Official Real Property Records of Harris County, Texas Dr. at 208.03 ft. and passing another 3/4 inch iron pipe in the West right-of-way line of said 80.00 ft. dedicated street ingress egress right-of-way recorded in J-562289 of the Office of Official Real Property Records of Harris County, Texas at 288.03 ft. in all a total distance of 495.86 ft. to a 5/8 inch iron rod set at the Southwest corner of Lot 21;

THENCE North 0 degrees 02 minutes 13 seconds West with the West line of lot 21 a distance of 120.00 ft. to a 3/4 inch iron pipe found at the Northwest corner of a certain 0.5732 acre tract known as Lot 21 and described in instrument in clerk's file No. R533463;

THENCE North 89 degrees 57 minutes 37 seconds East with the North line of Lot 21 passing a 3/4 inch iron pipe at the Northeast corner of lot 21 at 207.82 ft. in all a total distance of 287.82 ft. to a 3/4 inch iron pipe found in the East right-of-way line of said 80.00 ft. dedicated street ingress egress right-of-way recorded in J-562289 of the Office Of Official Real Property Records of Harris County, Texas and marking the Northwest corner of Lot 8 and the Southwest corner of Lot 7 being a 0.5732 acre tract described in Clerk's File No. R - 533462;

THENCE North 0 degrees 02 minutes 28 seconds West with the East right-of-way line of said 80.00 dedicated street ingress egress right-of-way recorded in J-562289 of the Office of Official Real Property Records of Harris County, Texas a distance of 120.09 ft. to a 3/4 inch iron pipe found at the Northwest corner of Lot 7;

509-89-2775

(3)

THENCE North 89 degrees 57 minutes 47 seconds East with the North line of lot 7 a distance of 208.05 ft. to a 3/4 inch iron pipe marking an angle corner of the herein described tract,

THENCE North 0 degrees 02 minutes 13 seconds West with the East line of said original 111.5097 acre tract a distance of 235.54 ft. to a 3/4 inch iron pipe found at and the Southeast corner of Lot 4 of said Park Almeda Industrial Park Unrecorded Subdivision and the Southeast corner of a 12.5167 acre tract described in Clerk's File No. H - 721083;

THENCE South 89 degrees 58 minutes 52 seconds West with the South line of lot 4 to a 3/4 inch iron pipe at 208.06 ft. in the East right-of-way line of said 80.00 ft. dedicated street ingress egress right-of-way recorded in Clerk's File No. J-562289 of the Office of Official Real Property Records of Harris County, Texas, in all a total distance of 288.06 ft. to a 3/4 inch iron pipe found in the West right-of-way line of said 80.00 ft. dedicated street ingress egress right-of-way recorded in Clerk's File No. J-562289 of the Office of Official Real Property Records of Harris County, Texas and marking the Southeast corner of Lot 25 and marking the Northeast corner of Lot 24 being a 0.5732 acre tract described in instrument recorded in Clerk's File No. J-562291;

THENCE South 0 degrees 02 minutes 28 seconds East with the West right-of-way of an 80.00 ft. dedicated street ingress egress a distance of 120.09 ft. to a 3/4 inch iron pipe found at the Southeast corner of Lot 24 and marking a re-entrant corner of the herein described tract;

THENCE South 89 degrees 57 minutes 47 seconds West with the South line of Lots 24 and 33 a distance of 416.39 ft. to a 5/8 inch iron rod found at the Southwest corner of Lot 33 and in the East right-of-way line of a 80.00 ft. wide dedicated street ingress egress right-of-way recorded in Clerk's File No. J-562289 of the Office of Official Real Property Records of Harris County, Texas;

11

509-89-2776

(4)

THENCE South 0 degrees 02 minutes 13 seconds East with the East right-of-way line of said 80.00 ft. wide dedicated street ingress egress right-of-way recorded in Clerk's File No. J-562289 of the Office of Official Real Property Records of Harris County, Texas a distance of 31.32 ft. to a 5/8 inch iron rod found at an angle point in the herein described tract;

THENCE North 89 degrees 57 minutes 00 seconds West passing at 287.12 ft. the Southwest corner of a 12.5167 acre tract conveyed to Southside Construction Incorporation in instrument in September 25, 1990 and recorded in Clerk's File No. M-860626 and also described in instrument dated September 20, 1982 and recorded in Clerk's File No. H-721083 of the Office of Official Real Property Records of Harris County, Texas and with the South line of Jersey Shore tract, the Carlotta G. Lewis Wright tract in all a total distance of 1141.80 ft. to a 3/4 inch iron pipe at a re-entrant corner of the herein described tract and marking the Southwest corner of a residual tract and marking the angle corner of a certain HLP Company right-of-way described in instrument in clerk's File H-466832;

THENCE North 0 degrees 21 minutes 45 seconds West with the West line of said residual tract and the upper East line of the herein described 116.5025 acre tract and with the West line of said HL& P Company right-of-way described in instrument in Clerk's File No. 466832 and with the West line of the Wright tract, the White and Dorothy M. Riley tract, the Rena M. Boutelle tract and the Steve Latson tract a distance of 633.29 ft. (called North 0 degrees 19 minutes 55 seconds West - 630.00 ft.) to a 3/4 inch iron pipe found at the Westerly Northeast corner of said 111.5097 acre tract in the South right-of-way line of Riley Road (60.00 ft. in width);

THENCE North 89 degrees 35 minutes 13 seconds West with the South right-of-way line of said Riley Road a distance of 198.53 ft. (Called North 89 degrees 52 minutes 56 seconds West - 200.00 ft.) to a 5/8 inch iron rod set at the Northwesterly corner of the herein described 116.5025 acre tract marking the intersection of the South right-of-way line of Riley Road with the Easterly right-of-way line of Missouri Pacific (I&GN) Railroad Co. 100.00 ft. right-of-way;

THENCE South 19 degrees 55 minutes 29 seconds West with the East line of said right-of-way a distance of 1421.25 ft. (called South 19 degrees 30 minutes 21 seconds West) to a 5/8 inch iron rod found at an angle point in the West right-of-way line of the herein described 116.5025 acre tract;

(5)

509-89-2777

THENCE in a Southeasterly direction with a curve to the right having a radius of 250.00 ft., and a total arc length of 116.33 ft., a central angle of 24 degrees 22 minutes 03 seconds, long chord bears South 56 degrees 55 minutes 22 seconds East - 105.52 ft. to a 5/8 inch iron rod at the Point of Compound Curve;

THENCE in the Southeast direction with a curve to the right having a radius of 253.24 ft., an arc length of 341.86 ft., a central angle of 77 degrees 20 minutes 43 seconds, long chord bears South 6 degrees 04 minutes 17 seconds East a distance of 16.48 ft. to a 5/8 inch iron rod set at the PT of said curve;

THENCE South 32 degrees 36 minutes 05 seconds West with the East right-of-way line of State of Texas property a distance of 193.01 ft. to a 5/8 inch iron rod set for point in State of Texas right-of-way;

THENCE with a non tangential curve to the right having a radius of 733.26 ft., a central angle of 22 degrees 07 minutes 47 seconds, an arc length of 283.21 ft., long chord bears South 20 degrees 11 minutes 38 seconds West - 281.45 ft. to a 5/8 inch iron rod set at the end of said curve;

THENCE South 31 degrees 15 minutes 31 seconds West continuing with State of Texas right-of-way a distance of 77.71 ft. to a 6 inch by 6 inch Texas Department of Transportation Concrete Monument at the lower Northwest corner of the herein described 116.5025 acra tract marking the intersection of the Easterly right-of-way line of State of Texas property with the West boundary line of the R.T. Blackburn Survey, Abstract 160 and the East line of the H. Sanders Survey Abstract 753;

THENCE South 0 degrees 18 minutes 11 seconds East with said survey division line a distance of 412.27 ft. to the PLACE OF BEGINNING and containing 116.5025 acres of land.

Less. Save and Except, the following described property

509-89-2778

A TRACT OR PARCEL OF LAND CONTAINING 3.7301 ACRES OF LAND OUT OF AND A PART OF A CERTAIN RE-SURVEYED 116.5025 ACRE TRACT OUT OF A CERTAIN ORIGINAL 111.5097 ACRE TRACT DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 7278, PAGE 380 THRU 384 OF THE HARRIS COUNTY DEED RECORDS OUT OF THE R.T. BLACKBURN SURVEY, ABSTRACT 160, IN HARRIS COUNTY, TEXAS AND OUT OF AN ORIGINAL ORCHARD RIDGE ADDITION TO ALMEDA AS DELINEATED ON MAP RECORDED IN VOLUME 64, PAGE 7 OF THE HARRIS COUNTY DEED RECORDS, SAID 3.7301 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

Commencing at a 5/8 inch iron rod set at the Southeast corner of said 111.5097 acre tract and also marking the Southeast corner of said 116.5025 acre tract in the South line of said R.T. Blackburn survey, Abstract 160 and in the North line of the S.G. Haynie Survey, Abstract 212;

Thence North 0 degrees 02 minutes 13 seconds West with the East boundary line of said 111.5097 acre tract as described in instrument recorded in Volume 7278, Page 380 thru 384 of the Deed Records of Harris County, Texas and with the East line of said 116.5025 acre tract a distance of 335.00 ft. to a 5/8 inch iron rod set at the Northeast corner of a detention lake or pond tract and marking the Southeast corner of a certain 3.0000 acre tract;

Thence South 89 degrees 57 minutes 47 seconds West with the North line of said detention lake tract a distance of 261.39 ft. to a 5/8 inch iron rod set at the Southeast corner and PLACE OF BEGINNING of the herein described 3.7301 acre tract and marking the Southwest corner of said 3.0000 acre tract;

THENCE South 89 degrees 57 minutes 47 seconds West continuing with the North line of said detention tract a distance of 325.00 ft. to a 5/8 inch iron rod at the Southwest corner of the herein described 3.7301 acre tract and marking a re-entrant corner of said remainder of 116.5025 acres;

THENCE North 0 degrees 02 minutes 13 seconds West a distance of 499.95 ft. to a 5/8 inch iron rod at the Northwest corner of the herein described tract in the South right-of-way line of a 100.00 ft. wide road right-of-way;

THENCE North 89 degrees 57 minutes 47 seconds East with the South right-of-way line of said 100.00 ft. road right-of-way a distance of 325.00 ft. to a 5/8 inch iron rod set at the Northeast corner marking the Northwest corner of said 3.0000 acre tract;

THENCE South 0 degrees 02 minutes 13 seconds East with the West line of said 3.0000 acre tract a distance of 499.95 ft. to the PLACE OF BEGINNING and containing 3.7301 acres of land.

TRACT 2

A TRACT OR PARCEL OF LAND CONTAINING 0.2204 ACRES OF LAND OUT OF AND A PART OF A CERTAIN ORIGINAL 111.5097 ACRE TRACT DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 7278, PAGE 380 THRU 384 OF THE HARRIS COUNTY DEED RECORDS OUT OF THE R.T. BLACKBURN SURVEY, ABSTRACT 160, IN HARRIS COUNTY, TEXAS AND OUT OF AN ORIGINAL ORCHARD RIDGE ADDITION TO ALMEDA AS DELIENEATED ON MAP RECORDED IN VOLUME 64, PAGE 7 OF THE HARRIS COUNTY DEED RECORDS, SAID 0.2204 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

Commencing at a 5/8 inch iron rod set at the Southeast corner of said 111.5097 acre tract and also marking the Southeast corner of a 116.5025 acre tract in the South line of said R.T. Blackburn survey, Abstract 160 and in the North line of the S.G. Haynie Survey, Abstract 212;

Thence North 0 degrees 02 minutes 13 seconds West with the East boundary line of said 111.5097 acre tract as described in instrument recorded in Volume 7278, Page 380 thru 384 of the Deed Records of Harris County, Texas and with the East line of said 116.5025 acre tract a distance of 1654.78 ft. to a 5/8 inch iron marking the Southeast corner of Lot 8 of Park Almeda Industrial Park unrecorded subdivision;

Thence South 89 degrees 57 minutes 47 seconds West with the South line of Lot 8 a distance of 208.03 ft. to a 3/4 inch galvanized iron pipe found at the Southeast corner and BEGINNING of the herein described 0.2204 acre tract and marking the Southwest corner of said Lot 8;

THENCE South 89 degrees 57 minutes 47 seconds West a distance of 80.00 ft. to a 3/4 inch galvanized iron pipe found at the Southwest corner of the herein described 0.2204 acre tract and marking the Southeast corner of Lot 21;

THENCE North 0 degrees 02 minutes 13 seconds West a distance of 120.00 ft. to a 3/4 inch iron rod found at the Northwest corner of the herein described tract in the West right-of-way line of a 80.00 ft. wide road right-of-way described in Clerk's File No. J - 562289;

THENCE North 89 degrees 57 minutes 47 seconds East a distance of 80.00 ft. to a 3/4 inch galvanized iron pipe found at the Northeast corner marking the Northwest corner of said Lot 8;

THENCE South 0 degrees 02 minutes 13 seconds East with the West line of said Lot 8 a distance of 120.00 ft. to PLACE OF BEGINNING and containing 0.2204 acres of land.

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF 3.5537 ACRES

A TRACT OR PARCEL OF LAND CONTAINING 3.5537 ACRES OF LAND OUT OF AND A PART OF A CERTAIN RE-SURVEYED 116.5025 ACRE TRACT OUT OF A CERTAIN ORIGINAL 111.5097 ACRE TRACT DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 7278, PAGE 380 THRU 384 OF THE HARRIS COUNTY DEED RECORDS OUT OF THE R.T. BLACKBURN SURVEY, ABSTRACT 160, IN HARRIS COUNTY, TEXAS AND OUT OF AN ORIGINAL ORCHARD RIDGE ADDITION TO ALMEDA AS DELINEATED ON MAP RECORDED IN VOLUME 64, PAGE 7 OF THE HARRIS COUNTY DEED RECORDS, SAID 3.5537 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT;

Commencing at a 5/8 inch iron rod set at the Southeast corner of said 111.5097 acre tract and also marking the Southeast corner of said 116.5025 acre tract in the South line of said R.T. Blackburn survey, Abstract 160 and in the North line of the S.G. Haynie Survey, Abstract 212;

Thence North 0 degrees 02 minutes 13 seconds West with the East boundary line of said 111.5097 acre tract as described in instrument recorded in Volume 7278, Page 380 thru 384 of the Deed Records of Harris County, Texas and with the East line of said 116.5025 acre tract a distance of 335.00 ft. to a 5/8 inch iron rod set at the Northeast corner of a detention lake or pond tract and marking the Southeast corner of a certain 3.0000 acre tract;

Thence South 89 degrees 57 minutes 47 seconds West with the North line of said detention lake tract a distance of 1238.01 ft. to a 5/8 inch iron rod set at the Southeast corner and PLACE OF BEGINNING of the herein described 3.5537 acre tract and marking the Southwest corner of a certain 7.4788 acre residue;

THENCE South 89 degrees 57 minutes 47 seconds West continuing with the North line of said detention tract a distance of 305.00 ft. to a 5/8 inch iron set rod at the Southwest corner of the herein described 3.5537 acre tract and marking a re-entrant corner of said remainder of 116.5025 acres;

THENCE North 0 degrees 02 minutes 13 seconds West a distance of 522.77 ft. to a 5/8 inch iron rod at the Northwest corner of the herein described tract in the South right-of-way line of a 100.00 ft. wide road right-of-way;

THENCE with the South right-of-way line of said 100.00 ft. road right-of-way described in instrument recorded in County Clerk's File #J-648198 and J-679723 with a curve to the left having a radius of 2050.00 ft., a central angle of 8 degrees 33 minutes 23 seconds, an arc length of 306.14 ft. with long chord bears South 85 degrees 45 minutes 31 seconds East a distance of 305.86 ft. to a 5/8 inch iron rod at the Point of Tangent;

EXHIBIT A

509-89-2781

THENCE South 0 degrees 02 minutes 13 seconds East with the West line of said 3.0000 acre tract a distance of 499.95 ft. to the PLACE OF BEGINNING and containing 3.5537 acres of land.

11
EXHIBIT A

509-89-2782

INGRESS EGRESS TRACT**METES AND BOUNDS DESCRIPTION OF 0.8823 ACRES =**

A TRACT OR PARCEL OF LAND CONTAINING 0.8823 ACRES BEING KNOWN AS PARK ALMEDA DRIVE INGRESS EGRESS DESCRIBED IN COUNTY CLERK'S FILE # J - 562289, H - 801621, AND J - 494227 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS AND OUT OF A RE-SUBDIVISION OF 12.5167 ACRES CALLED THE PARK ALMEDA INDUSTRIAL PARK UNRECORDED SUBDIVISION, SAID 12.5167 ACRE TRACT CONVEYED TO SOUTHSIDE CONSTRUCTION CORPORATION BY INSTRUMENT DATED SEPTEMBER 20, 1982 RECORDED UNDER CLERK'S FILE NO. H - 721083 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS AND ALSO OUT OF A PORTION OF A 111.5097 ACRE TRACT OUT OF LOTS 27, 28, 29, 32, 33, 34, 35, 36 AND 37 OF THE ORCHARD RIDGE ADDITION IN THE R.T. BLACKBURN SURVEY, ABSTRACT 160 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 64, PAGE 7 OF THE HARRIS COUNTY MAP RECORDS, SAID 0.8823 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

Commencing at a 5/8 inch iron rod at a large post marking the Southeast corner of said 111.5097 acre tract and recorded in instrument in Volume 7278, Page 380 thru 384 in the Harris County Deed Records and in the South line of the Blackburn Survey;

Thence North 0 degrees 02 minutes 13 seconds West (called North 0 degrees 11 minutes 10 seconds West - 2612.59 ft.) an actual total distance of 2610.64 ft. to a 3/4 inch galvanized iron pipe found at a chain link fence corner post marking the Northeast corner of said 12.5167 acre tract as described in instrument recorded in County Clerk's File No. M - 860626 of the Office Of Official Real Property Records of Harris County, Texas in the South line of Riley Road (60.00 ft. in width);

Thence North 89 degrees 56 minutes 48 seconds West with the South right-of-way line of said Riley Road a distance of 208.06 ft. to a 3/4 inch iron pipe found marking the Northeast corner and PLACE OF BEGINNING of the herein described 0.8823 acre tract and marking the intersection of the South right-of-way line of said Riley Road and the East right-of-way line of Park Almeda Dr. (80.00 ft. in width) described in instrument in Clerk's File # J - 562289;

THENCE South 0 degrees 02 minutes 28 seconds East with the East right-of-way line of said Park Almeda Dr. as described in 80.00 ft. ingress egress easement recorded in instrument in County Clerk's File No. J - 562289/ of the Office of Official Real Property Records of Harris County, Texas a distance of 480.47 ft. to a 3/4 inch iron pipe at the Southwest corner of Lot 4 and the Northwest corner of Lot 5;

509-89-2783

page 2 of 2 - 0.8823 acre

THENCE South 89 degrees 58 minutes 52 seconds West a distance of 80.00 ft. to a 3/4 inch iron pipe marking the Southeast corner of Lot 25 and the Northeast corner of Lot 24;

THENCE North 0 degrees 02 minutes 28 seconds West with the West line of said 80.00 ft. ingress egress strip a distance of 480.57 ft. to a 3/4 inch iron pipe found at the Northeast corner of Lot 28 and the Northwest corner of this 0.8823 acre tract;

THENCE South 89 degrees 56 minutes 48 seconds East with the South right-of-way line of said Riley Road a distance of 80.00 ft. to the PLACE OF BEGINNING and containing 0.8823 acres of land.

11

509-89-2784

INGRESS EGRESS TRACTMETES AND BOUNDS DESCRIPTION OF 0.2204 ACRE

A TRACT OR PARCEL OF LAND CONTAINING 0.2204 ACRE BEING KNOWN AS TRACT BETWEEN LOTS 8 AND 21 AS PART OF PARK ALMEDA DRIVE INGRESS EGRESS DESCRIBED IN COUNTY CLERK'S FILE NO. J - 562289, H - 801621, AND J - 562289 OF THE OFFICIAL REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS AND OUT OF A RE-SUBDIVISION OF 12.5167 ACRES CALLED THE PARK ALMEDA INDUSTRIAL PARK UNRECORDED SUBDIVISION, SAID 12.5167 ACRE TRACT CONVEYED TO SOUTHSIDE CONSTRUCTION CORPORATION BY INSTRUMENT DATED SEPTEMBER 20, 1982, RECORDED UNDER CLERK'S FILE NO. H - 721083 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS AND ALSO OUT OF A PORTION OF A 111.5097 ACRE TRACT OUT OF LOTS 27, 28, 29, 32, 33, 34, 35, 36 AND 37 OF THE ORCHARD RIDGE ADDITION IN THE R.T. BLACKBURN SURVEY, ABSTRACT 160 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 64, PAGE 7 OF THE HARRIS COUNTY MAP RECORDS, SAID 0.2204 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

Commencing at a 5/8 inch iron rod at a large post marking the Southeast corner of said 111.5097 acre tract and recorded in instrument in Volume 7278, Page 380 thru 384 in the Harris County Deed Records; and in the South line of the Blackburn Survey;

Thence North 0 degrees 02 minutes 13 seconds West a total distance of 1654.78 ft. to a 3/4 inch galvanized iron pipe found marking the Northeast corner of Lot 8 and the Southeast corner of Lot 7;

THENCE South 89 degrees 57 minutes 47 seconds West with the division lines between Lots 7 and 8 a distance of 208.05 ft. to a 3/4 inch galvanized iron pipe found at the Southwest corner of Lot 7 and the Northeast corner of the herein described 0.2204 acre tract and the PLACE OF BEGINNING and in in the East right-of-way line of Park Almeda Dr. (80.00 ft. in width) - being an ingress egress easement described in instrument recorded in Clerk's File No. J - 562289 of the Office of Official Real Property Records;

THENCE South 0 degrees 02 minutes 28 seconds East with the East line of 80.00 ft. ingress egress strip and the West line of Lot 8 a distance of 120.00 ft. to a 3/4 inch iron pipe found at the Southwest corner of Lot 8 and the Northwest corner of Lot 9;

THENCE South 89 degrees 57 minutes 47 seconds West a distance of 80.00 ft. to a 3/4 inch iron pipe found at the Southeast corner Lot 21 and the Northeast corner of Lot 20;

509-69-2785

page 2 of 2 - 0.2204 acre

THENCE North 0 degrees 02 minutes 28 seconds West with the East line of Lot 21 and the West right-of-way line of said Park Almeda Dr. (80.00 ft. in width) being the ingress egress easement as described in instrument in County Clerk's File No. J - 562289 of the Official Public Records of Real Property Records of Harris County, Texas a distance of 120.00 ft. to a 3/4 inch iron pipe found at the Northwest corner of the herein described tract and the Southeast corner of Lot 22;

THENCE North 89 degrees 57 minutes 47 seconds East a distance of 80.00 ft. to the PLACE OF BEGINNING and containing 0.2204 acres of land.

509-89-2786

INGRESS EGRESS TRACT =METES AND BOUNDS DESCRIPTION OF 1.1619 ACRES =

A TRACT OR PARCEL OF LAND CONTAINING 1.1619 ACRES BEING KNOWN AS JERSEY SHORE DRIVE INGRESS EGRESS DESCRIBED IN COUNTY CLERK'S FILE NO. J - 562289, H - 801621, AND J - 494227 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS AND OUT OF A RE-SUBDIVISION OF 12.5167 ACRES CALLED THE PARK ALMEDA INDUSTRIAL PARK UNRECORDED SUBDIVISION, SAID 12.5167 ACRE TRACT CONVEYED TO SOUTHSIDE CONSTRUCTION CORPORATION BY INSTRUMENT DATED SEPTEMBER 20, 1982, RECORDED UNDER CLERK'S FILE NO. H - 721083 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS AND ALSO OUT OF A PORTION OF A 111.5097 ACRE TRACT OUT OF LOTS 27, 28, 29, 32, 33, 34, 35, 36 AND 37 OF THE ORCHARD RIDGE ADDITION IN THE R.T. BLACKBURN SURVEY, ABSTRACT 160 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 64, PAGE 7 OF THE HARRIS COUNTY MAP RECORDS, SAID 1.1619 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

Commencing at a 5/8 inch iron rod at a large post marking the Southeast corner of said 111.5097 acre tract and recorded in instrument in Volume 7278, Page 380 thru 384 in the Harris County Deed Records;

Thence North 0 degrees 02 minutes 13 seconds West (called North 0 degrees 11 minutes 10 seconds West - 2612.59 ft.) an actual total distance of 2610.64 ft. to a 3/4 inch galvanized iron pipe found at a chain link fence corner post marking the Northeast corner of said 12.5167 acre tract as described in instrument recorded in County Clerk's File No. M - 860626 of the Office Of Official Real Property Records of Harris County, Texas in the South line of Riley Road (60.00 ft. in width);

Thence North 89 degrees 56 minutes 48 seconds West with the South right-of-way line of said Riley Road a distance of 705.12 ft. to a 3/4 inch iron pipe found marking the Northeast corner and PLACE OF BEGINNING of the herein described 1.1619 acre tract at the intersection of the South right-of-way line of said Riley Road and the East right-of-way line of Jersey Shore Dr. as described in instrument recorded in Clerk's File No. J- 562289 of the Office of Official Real Property Records of Harris County, Texas;

THENCE South 0 degrees 06 minutes 25 seconds East with the East right-of-way line of said Jersey Shore Dr. (80.00 ft. in width) a distance of 632.63 ft. to a 3/4 inch iron rod pipe found at the Southeast corner of this 1.1619 acre tract;

THENCE South 89 degrees 57 minutes 00 seconds West with the South line of said 12.5167 acre tract a distance of 80.00 ft. to a 5/8 inch iron rod found at the Southeast corner of Lot 45;

509-89-2787

page 2 of 2 - 1.1619 acre

THENCE North 0 degrees 06 minutes 25 seconds West with the West line of said 80.00 ft. ingress egress easement described in Clerk's File No. J - 562289 a distance of 632.64 ft. to a 3/4 inch galvanized iron pipe marking the Northwest corner of the herein described 1.1619 acre tract of land in the South right-of-way line of said Riley Road and the Northeast corner of Lot 49;

THENCE South 89 degrees 56 minutes 48 seconds East with the South right-of-way line of said road a distance of 80.00 ft. to the PLACE OF BEGINNING and containing 1.1619 acres of land.

RECORDERS MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, LEASE, OR USE OF THE RECORDED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number _____ 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 4 1996



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS