RP-2020-441974
09/18/2020 RP1 $74.00

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SUPPLEMENTAL AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARKWAY TRAILS

PARKWAY TRAILS VILLAS

After Recording, Return To:
Lisa L. Gambrell
Roberts Markel Weinberg Butler Hailey PC
2277 Plaza Drive, Suite 290
Sugar Land, Texas 77479

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SUPPLEMENTAL AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARKWAY TRAILS

PARKWAY TRAILS VILLAS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Supplemental Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Parkway Trails, Parkway Trails Villas ("Supplemental Amendment") is made by K. Hovnanian Houston Parkway Trails, LLC, a Texas limited liability company (the "Declarant"), with the joinder of DRP TX 2, LLC, a Delaware limited liability company ("DRP").

W I T N E S S E T H:

WHEREAS, the Declarant filed that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Parkway Trails, which is recorded under Clerk's File No. RP-2019-278245 in the Official Public Records of Harris County, Texas, as same has been or may be amended and supplemented from time to time (the "Declaration"); and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the right to annex additional property into Parkway Trails, with the joinder of DRP, and subject said property to the Declaration and to the jurisdiction of the Community Association of Parkway Trails, Inc. (the "Association"); and

WHEREAS, pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the unique character and intended use of such annexed real property; and

WHEREAS, DRP is the owner of certain real property, as shown on the map or plat thereof, recorded under Clerk's File Number _____ in the Official Public Records of Harris County, Texas (hereinafter "Parkway Trails Villas"); and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant, with the joinder of DRP, hereby annexes Parkway Trails Villas into Parkway Trails. Parkway Trails Villas shall hereinafter carry with it all the rights, privileges and obligations granted to the Property initially encumbered by the Declaration, including but not limited to the right to be annexed, and is hereby annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Parkway Trails Villas shall be held,

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SUPPLEMENTAL AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARKWAY TRAILS

PARKWAY TRAILS VILLAS

STATE OF TEXAS §
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COUNTY OF HARRIS §

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WITNESSETH:

WHEREAS, the Declarant filed that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Parkway Trails, which is recorded under Clerk's File No. RP-2019-278245 in the Official Public Records of Harris County, Texas, as same has been or may be amended and supplemented from time to time (the "Declaration"); and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the right to annex additional property into Parkway Trails, with the joinder of DRP, and subject said property to the Declaration and to the jurisdiction of the Community Association of Parkway Trails, Inc. (the "Association"); and

WHEREAS, pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the unique character and intended use of such annexed real property; and

WHEREAS, DRP is the owner of certain real property, as shown on the map or plat thereof, recorded under Clerk's File Number RP2020441973 in the Official Public Records of Harris County, Texas (hereinafter "Parkway Trails Villas"); and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant, with the joinder of DRP, hereby annexes Parkway Trails Villas into Parkway Trails. Parkway Trails Villas shall hereinafter carry with it all the rights, privileges and obligations granted to the Property initially encumbered by the Declaration, including but not limited to the right to be annexed, and is hereby annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Parkway Trails Villas shall be held,

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transferred, sold, conveyed, used and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including but not limited to the Declaration and this Supplemental Amendment.

1. Townhomes

The Lots within Parkway Trails Villas shall be for one hundred and eighty-one (181) attached townhome Dwellings ("Townhomes") contained in no more than fifty-two (52) residential Townhome Buildings, as shown on **Exhibit A** attached hereto and incorporated by reference herein for all purposes. For purposes of this Supplemental Amendment, a "Townhome Building" shall mean and refer to one building, built upon three or more adjacent Lots ("Adjoining Lots"), containing three or more adjoining single family residential Townhomes. Each Townhome Building shall have two to three internal common walls ("Party Wall"), depending on the number of Adjoining Lots, with each such Party Wall being located along the shared Lot line between the attached Townhomes ("Shared Lot Line"), as shown on **Exhibit A**. Townhomes that share a Party Wall are referred to herein as "Adjoining Townhomes". By way of illustration, Lots 1 – 4, Block 1 in Parkway Trails Villas have 4 Townhomes comprising 1 Townhome Building; Lots 1 and 2 share a Party Wall and are considered Adjoining Townhomes and Adjoining Lots; Lots 2 and 3 share a Party Wall and are considered Adjoining Townhomes and Adjoining Lots; Lots 3 and 4 share a Party Wall and are considered Adjoining Townhomes and Adjoining Lots. *See*, **Exhibit A**.

Each numbered Lot within Parkway Trails Villas shall be used exclusively as the site for one single-family, attached residential Townhome. All Townhomes within Parkway Trails Villas must contain a minimum of 1,300 square feet of living area which shall not include porches, garages or non-air conditioned areas.

No Dwelling or other structure shall be built nearer to any street or property line than as established on the Plat. Unless otherwise provided on the applicable plat, all Lots shall have a minimum rear setback of the greater of ten feet (10') or the width of any easement. There shall be no side setbacks within Parkway Trails Villas, as more particularly described on **Exhibit A**.

2. Maintenance Obligations

The curbs bordering the public streets within Parkway Trails Villas will be four inch (4") rolled curbs ("Curbs") that will be maintained by the Association. In the event that the City of Pasadena makes repairs to utilities and/or the streets within Parkway Trails Villas that cause damage to the Curbs, the Association shall be responsible for the repairs to the Curbs and any costs associated with such repairs. The costs associated with the maintenance, repairs, and any reserve fund related to the Curbs shall be covered by the Enhanced Maintenance Assessment, set forth in detail hereinafter.

In addition to the maintenance obligations set forth in the Declaration as to Dwellings and Lots, each Owner shall maintain their Townhome and Lot in accordance with the following:

1. Shared Improvements. Maintenance, repair and replacement obligations between Owners of Adjoining Townhomes regarding improvements shared by the Adjoining Townhomes and Adjoining Lots ("Shared Improvement") are set forth hereinafter. By way of illustration and not limitation, the following items may be Shared Improvements: Party Walls, entry ways, exterior security lighting, roofs, decking beneath the roofs, common

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foundations, common concrete footings which run along and underneath Party Walls, common underground water lines (if any), exterior facia and brick on common walls of Adjoining Townhomes and driveways, walkways and other paved areas serving more than one Lot.

a. Party Walls: General Rules of Law to Apply. Each wall built as a part of the original construction of a Townhome which shall serve and separate any two (2) Adjoining Townhomes shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Foundations, roofs, roof decking and common fences that are shared by Adjoining Townhomes and Adjoining Lots will be dealt with in the same fashion as party walls, as set forth in this Section.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of Shared Improvements shall be shared by the Owners of the Adjoining Townhomes and Adjoining Lots served by the Shared Improvements in equal proportions.

c. Damage and Destruction. If a Shared Improvement is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner served by the Shared Improvement may restore it, and the other Owner or Owners served by the Shared Improvement shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

d. Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Townhome Lot and shall pass to such Owner's successors, heirs or assigns.

3. Townhome Building Easement

Each Owner of a Lot that has a Townhome Building constructed thereon shall have a perpetual, non-exclusive easement ("Easement") over, on and across any Adjoining Lot comprising the shared Townhome Building. This Easement shall be limited to an area that is five (5') feet in width and parallel to the Shared Lot Line between the Lots comprising a Townhome Building, and shall be further limited to the purposes of construction of improvements located in

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proximity to the Easement area; maintenance, repair and upkeep as is reasonably necessary for improvements located in proximity to the Easement area; and for ingress and egress in the event of an emergency. This five (5') wide Easement shall also be used for eaves overhang, guttering, eaves drip, and land drain for any and all rain water flowing naturally from the eaves of the Owner's Townhome onto the Adjoining Lot.

Conditions and use of the Easement are hereby declared and established by and between the Owners of Townhomes comprising a Townhome Building, which shall be covenants running with the land and binding on both of the above-mentioned Owners and all of their respective heirs, successors, and assigns forever, to-wit:

(i) The Owner desiring to use the Easement ("Benefitting Owner") must replace or return to existing condition, any fencing, landscaping or other items on the Adjoining Lot that s/he may disturb during construction, repair or maintenance, save and except as set out below in subsection (ii).

(ii) This Easement, when used by the Benefiting Owner for such construction, repair or maintenance, must be left clean and unobstructed, unless the Easement is actively being utilized, and any items removed must be replaced.

(iii) The Benefiting Owner must notify the Owner of the Adjoining Lot of his intent to do any construction, repair or maintenance at least forty-eight (48) hours prior to starting any work. The hours that such Easement may be utilized shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday, and noon through 6:00 p.m. on Sunday.

Notwithstanding the above, in the case of an emergency, and to prevent imminent damage to a Townhome comprising the Townhome Building or Occupants therein, a Benefiting Owner may enter the Easement at whatever time necessary and without prior notice to the Owner of the Adjoining Lot to do necessary repairs or escape any injury to the Occupants.

(iv) Both the Benefiting Owner and the Adjoining Lot Owner shall have the right of surface drainage over, along and upon the Easement area. Neither Owner shall use the Easement area in such a manner as will interfere with such drainage.

(v) No structure shall be constructed or placed upon the Easement area by either Owner of a Lot comprising a Townhome Building, except the roof overhang and guttering as provided for above, and a fence by the Owner of the Adjoining Lot, which allows proper surface drainage; however, access to the Easement must be preserved for the Benefiting Owner.

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4. Notices

a. Restricted Reserves

Owners are advised that there exist within Parkway Trails Villas, Restricted Reserves "A", "C", "D", and "E", restricted in their use to landscape/utility/open space and Restricted Reserve "B", restricted in its use to drainage/detention (collectively referred to as the "Restricted Reserves"). Owners hereby agree to hold harmless the Declarant, DRP and the Association, including their officers and directors, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Restricted Reserves and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Restricted Reserves. Each Owner and Occupant acknowledges and understands that the Association, its Board, the Declarant and DRP are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons, and further acknowledge that the Association, its directors, officers, managers, agents, or employees, DRP, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, safety, any use, and/or any future change in use of the Restricted Reserves. The Declarant, DRP and/or the Association have the right to promulgate rules and regulations governing the use of the Restricted Reserves and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Restricted Reserves.

Owners grant an easement to the Declarant, DRP and the Association, and their respective designees, for any incidental noise, water, lighting, visibility, odors, parking and/or traffic, which may occur due to the existence of the Restricted Reserves. There is further reserved for the Declarant, DRP, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of Parkway Trails Villas located adjacent to the Restricted Reserves. Owners and Occupants of Lots that are adjacent to or abut the Restricted Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Restricted Reserves. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Restricted Reserves to their condition immediately prior to said infiltration.

b. Pipeline Easement

Owners of Lots within Parkway Trails Villas are hereby advised that there exists within Parkway Trails Villas Restricted Reserve "E", a 30' Humble Pipeline Co. easement, as more particularly described in that instrument recorded under Clerk's File Number RP-2018-477038 in the Official Public Records of Harris County, Texas ("Pipeline Easement"). Owners hereby agree to hold harmless the Declarant, DRP and the Association, including their officers and directors, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Pipeline Easement and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Pipeline Easement. Each Owner and Occupant acknowledges and understands that the Association, its Board, the Declarant and DRP are not insurers and that each Owner and

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Occupant assumes all risks for loss or damage to persons, and further acknowledge that the Association, its directors, officers, managers, agents, or employees, DRP, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, any use, and/or any future change in use of the Pipeline Easement. The Declarant, DRP and/or the Association have the right to promulgate rules and regulations governing the use of the Pipeline Easement and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Pipeline Easement.

Owners grant an easement to the Declarant, DRP and the Association, and their respective designees, for any incidental noise, lighting, visibility, odors, parking and/or traffic, which may occur due to the existence of the Pipeline Easement. There is further reserved for the Declarant, DRP, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of Parkway Trails Villas located adjacent to the Pipeline Easement. Owners and Occupants of Lots that are adjacent to or abut the Pipeline Easement shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Pipeline Easement. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Pipeline Easement to its condition immediately prior to said infiltration.

5. Enhanced Maintenance Services and Enhanced Maintenance Assessment

The Association has the authority, without the obligation, to provide maintenance services for the Lots within Parkway Trails Villas ("Benefitted Lots") that are in addition to the maintenance services and obligations set forth in the Declaration, with such additional maintenance services to be provided by the Association (or its agents and designees) on behalf of the Benefitted Lots ("Enhanced Maintenance Services"). The Association has sole discretion to determine the scope of the Enhanced Maintenance Services, including frequency and overall length of time that such Enhanced Maintenance Services may be offered.

An Enhanced Maintenance Assessment shall be charged to the Benefitted Lots in such an amount to cover the costs associated with the Enhanced Maintenance Services, if any, along with the costs related to the Association's maintenance of the Curbs bordering the streets within Parkway Trails Villas and any reserve fund related thereto. Each Lot within Parkway Trails Villas shall be considered a "Benefitted Lot" regarding any Enhanced Maintenance Services as well as the Association's maintenance and reserve fund, if any, related to the Curbs. The Enhanced Maintenance Assessment shall be as set forth in a Board Resolution, and such Enhanced Maintenance Assessment shall be the obligation of each Owner of a Benefitted Lot. In order to secure the payment of the Enhanced Maintenance Assessment hereby authorized, together with attorney's fees, late fees, interest and costs, a lien is hereby created in favor of the Association and shall run with title to each Benefitted Lot, which lien is binding and enforceable as provided in the Declaration.

The Association or its agents shall be authorized to enter upon Benefitted Lots to conduct such Enhanced Maintenance Services and Curb maintenance, and neither the Association nor its agents, contractors, designees or employees shall be liable, and are expressly relieved from any

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liability, for trespass or other tort or damages in connection with the performance of such Enhanced Maintenance Services or Curb maintenance authorized in this Supplemental Amendment nor in any way shall the Association or its agents be liable for any accounting or other claim for such action. Each Owner of a Benefitted Lot hereby agrees to release the Association, and its respective successors and assigns, from any liability arising out of or related to the rendering of the Enhanced Maintenance Services or Curb maintenance.

The Association and its designees are hereby granted a perpetual non-exclusive easement to the extent necessary for the right to enter upon a Benefitted Lot for the performance of such Enhanced Maintenance Services and Curb maintenance authorized in this Declaration. Said easement shall be over, across, under, and upon the Benefitted Lots.

6. <u>Community Fences</u>

Community Fences will be constructed on or adjacent to those portions of the following Lots within Parkway Trails Villas: Lots 1 - 54, Block 1, common to Restricted Reserve "E", and Lots 1 – 11, Block 3, common to Restricted Reserve "C". Such Lots shall be considered Adjacent Lots and shall be subject to the provisions in the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). The Declarant, the Association and/or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair and/or replacement of the Community Fences, as more particularly described in the Declaration. Save and except the fencing noted above, all other fencing located upon the Lots within Parkway Trails Villas shall be installed, maintained, repaired and replaced in accordance with the Dedicatory Instruments.

This Supplemental Amendment may only be amended as provided in Article XV of the Declaration.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, this Supplemental Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Parkway Trails, Parkway Trails Villas, is executed as of the 19 day of August, 2020.

DECLARANT:

K. Hovnanian Houston Parkway Trails, LLC, a Texas limited liability company

10R

By: _____
Print Name: David A. Orlando
Print Title: V.P.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared David Orlando, the V.P. of K. Hovnanian Houston Parkway Trails, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of August, 2020 2020.

_____
Notary Public – State of Texas

DANIELA MEDINA
Notary Public, State of Texas
Comm. Expires 03-08-2024
Notary ID 130571843

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JOINDER BY DRP

The undersigned, the owner of Parkway Trails Villas, hereby joins and agrees to encumber and subject all of said property with this Supplemental Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Parkway Trails, Parkway Trails Villas.

SIGNED this the 10 day of August, 2020.

DRP TX 2, LLC, a Delaware limited liability company

By: DW General Partner, LLC, a Delaware limited liability company, its manager

By: _____
Name: Ryan Mott
Title: Authorized Signatory

STATE OF §
§
COUNTY OF Maricopa §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan Mott, the Authorized Signatory of DW General Partner, LLC, a Delaware limited liability company, the manager of DRP TX 2, LLC, a Delaware limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

Given under my hand and seal of office, this day of Aug 10, 2020.

NATHAN HOLT
Notary Public - Arizona
Maricopa County
My Commission Expires
October 30, 2022

Nathan Holt
Notary Public in and for the State of Arizona

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EXHIBIT A

(Parkway Trails Villas plat sheets 1, 2 and 3 and Setback Diagram follow)

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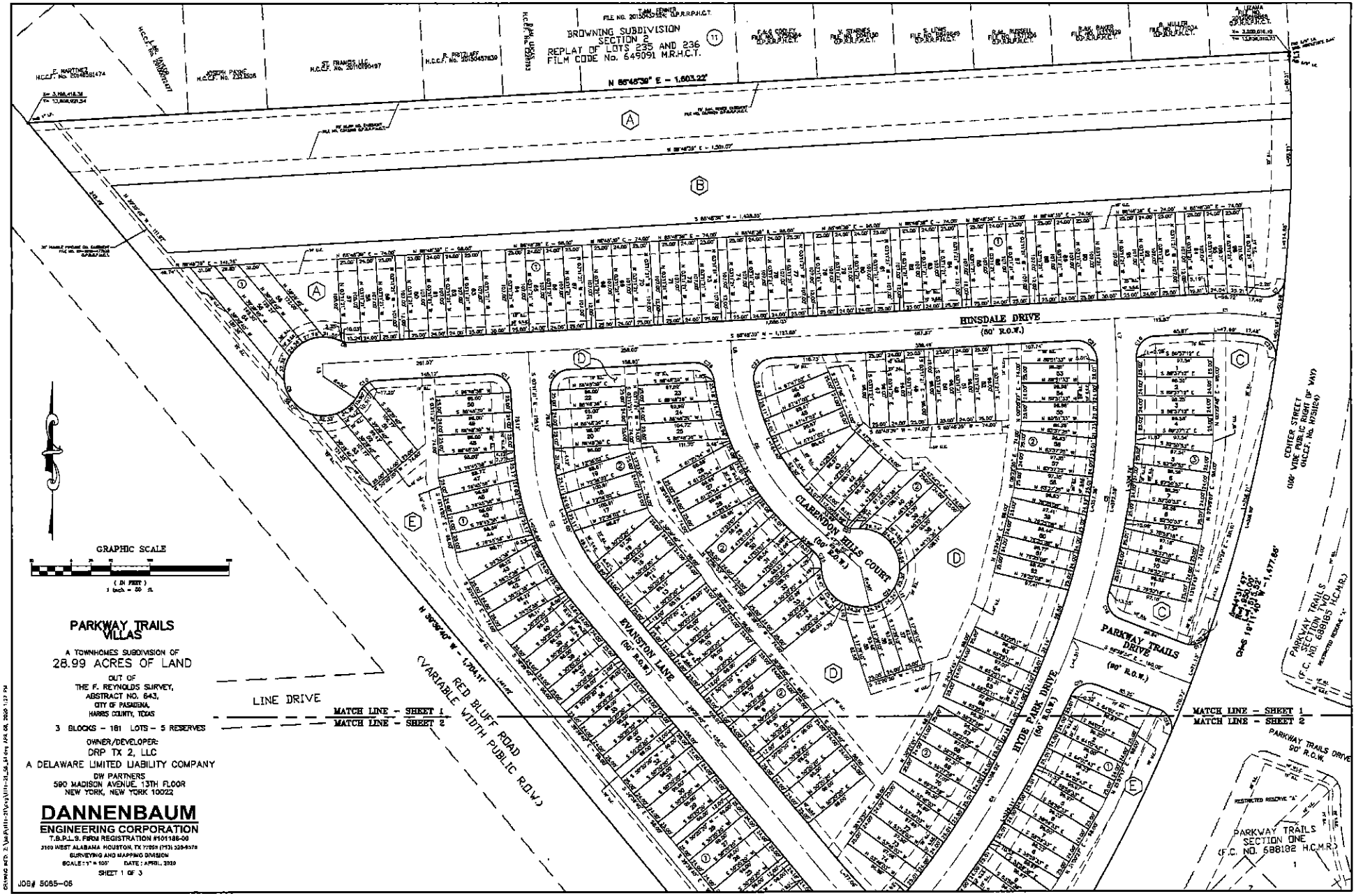


PARKWAY TRAILS VILLAS

A TOWNHOMES SUBDIVISION OF

28.99 ACRES OF LAND

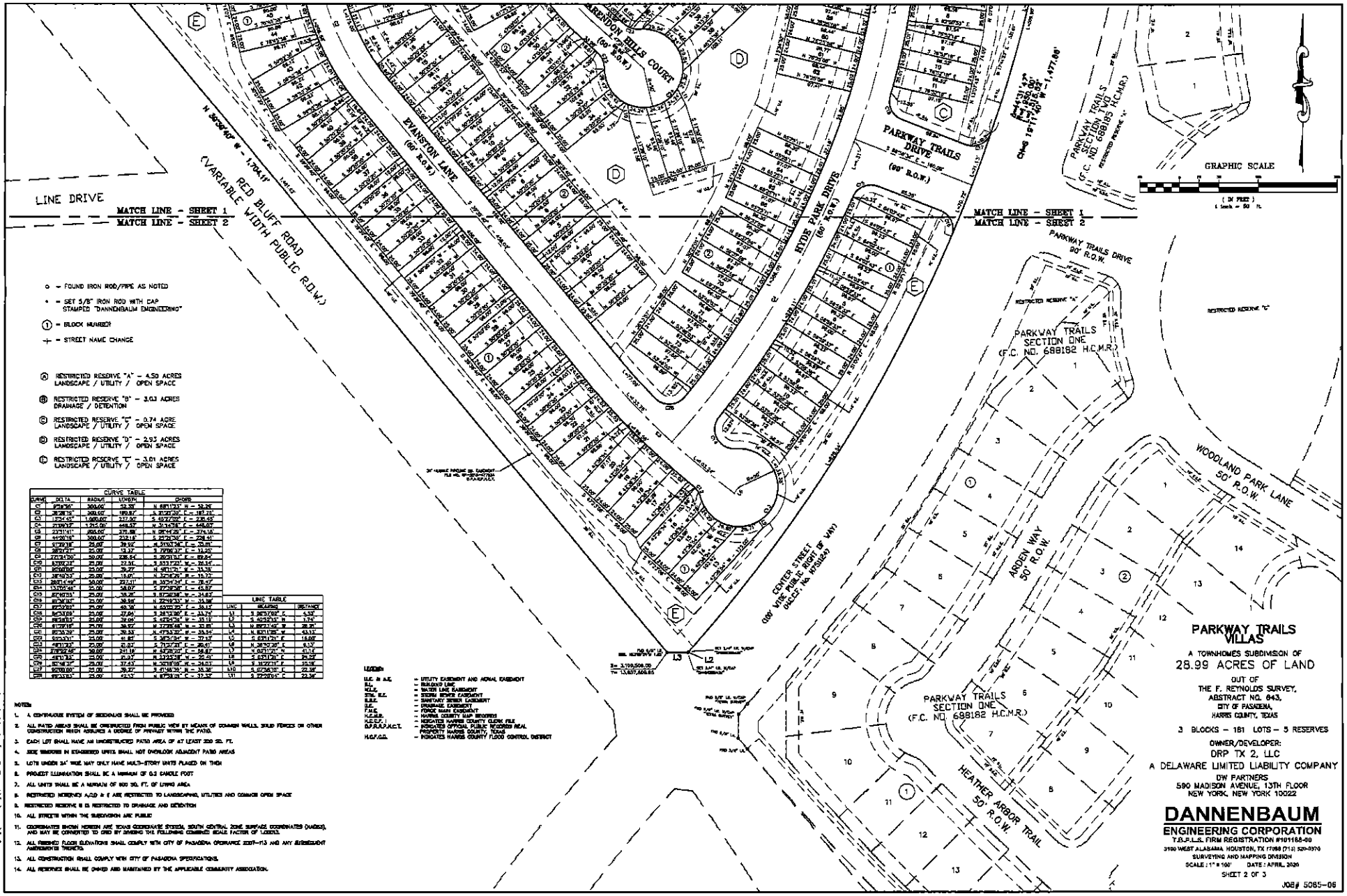
OUT OF
THE F. REYNOLDS SURVEY,
ABSTRACT NO. 643,
CITY OF PASADENA,
HARRIS COUNTY, TEXAS

3 BLOCKS - 181 LOTS - 5 RESERVES

OWNER/DEVELOPER:
DRP TX 2, LLC
A DELAWARE LIMITED LIABILITY COMPANY
DW PARTNERS
590 MADISON AVENUE, 13TH FLOOR
NEW YORK, NEW YORK 10022

DANNENBAUM
ENGINEERING CORPORATION
T.B.P.L.S. FIRM REGISTRATION #101186-00
3100 WEST ALABAMA HOUSTON, TX 77098 (713) 328-9578
SURVEYING AND MAPPING DIVISION
SCALE: 1" = 100' DATE: APRIL 2020
SHEET 1 OF 3

JOB# 5085-06



o = FOUND IRON ROD/PIPE AS NOTED

• = SET 5/8" IRON ROD WITH CAP STAMPED "DANNENBAUM ENGINEERING"

(1) = BLOCK NUMBER

+ = STREET NAME CHANGE

(A) RESTRICTED RESERVE "A" - 4.50 ACRES LANDSCAPE / UTILITY / OPEN SPACE

(B) RESTRICTED RESERVE "B" - 3.03 ACRES DRAINAGE / DETENTION

(C) RESTRICTED RESERVE "C" - 0.74 ACRE LANDSCAPE / UTILITY / OPEN SPACE

(D) RESTRICTED RESERVE "D" - 2.93 ACRES LANDSCAPE / UTILITY / OPEN SPACE

(E) RESTRICTED RESERVE "E" - 3.01 ACRES LANDSCAPE / UTILITY / OPEN SPACE

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	6°18'36"	300.00'	32.98'	N 88°17'33" W - 32.96'
C2	36°28'15"	300.00'	189.87'	S 30°20'30" E - 186.73'
C3	123°41'45"	1,000.00'	217.02'	S 40°27'00" E - 216.45'
C4	21°09'12"	1,215.00'	448.57'	N 31°43'36" E - 446.07'
C5	43°11'41"	495.00'	373.18'	N 28°41'26" E - 374.18'
C6	45°20'18"	500.00'	403.18'	S 25°25'30" E - 392.61'
C7	91°30'38"	25.00'	39.92'	N 37°03'36" E - 35.81'
C8	38°51'27"	25.00'	16.95'	S 70°06'37" E - 16.63'
C9	222°34'30"	50.00'	238.64'	S 20°31'34" E - 89.64'
C10	63°00'23"	25.00'	27.51'	S 53°17'23" W - 26.14'
C11	90°00'00"	25.00'	39.27'	N 45°17'17" W - 35.36'
C12	38°49'32"	25.00'	16.94'	N 37°16'26" W - 16.72'
C13	268°14'49"	50.00'	292.11'	N 35°34'34" E - 78.57'
C14	13°05'46"	25.00'	5.72'	S 77°39'36" E - 5.70'
C15	87°47'53"	25.00'	38.30'	S 87°08'38" W - 34.67'
C16	87°30'07"	25.00'	38.16'	N 72°49'33" W - 34.58'
C17	62°53'22"	25.00'	49.18'	N 49°22'22" E - 38.17'
C18	82°33'08"	25.00'	37.04'	S 38°13'36" E - 33.79'
C19	68°38'05"	25.00'	30.00'	S 42°54'34" W - 33.11'
C20	41°29'18"	25.00'	18.10'	N 82°21'05" W - 17.71'
C21	87°35'39"	25.00'	38.23'	N 47°34'32" W - 34.64'
C22	92°53'41"	25.00'	40.55'	S 36°51'34" W - 37.13'
C23	28°31'23"	25.00'	12.45'	S 71°27'31" E - 12.41'
C24	218°02'56"	50.00'	241.18'	N 42°28'07" E - 58.67'
C25	48°17'35"	25.00'	21.07'	N 23°23'36" W - 20.45'
C26	87°46'37"	25.00'	37.61'	N 30°18'05" W - 34.07'
C27	92°00'00"	25.00'	39.27'	S 41°48'30" W - 35.36'
C28	89°33'33"	25.00'	43.12'	N 87°33'05" E - 37.32'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 36°51'00" E	4.53'
L2	S 40°51'53" W	1.74'
L3	N 86°21'05" W	28.26'
L4	N 82°21'05" W	43.13'
L5	S 83°21'31" E	18.00'
L6	N 36°30'30" E	6.13'
L7	N 82°21'31" W	41.14'
L8	S 83°21'31" E	26.02'
L9	S 82°21'31" E	10.18'
L10	S 82°36'35" E	22.38'
L11	S 72°09'41" E	23.54'

LEGEND

U.E. & A.E.	= UTILITY EASEMENT AND AERIAL EASEMENT
B.L.	= BUILDING LINE
W.L.E.	= WATER LINE EASEMENT
STM. E.E.	= STORM SEWER EASEMENT
S.S.E.	= SANITARY SEWER EASEMENT
D.E.	= DRAINAGE EASEMENT
F.M.E.	= FORCE MAIN EASEMENT
H.C.M.R.	= HARRIS COUNTY MAP RECORDS
H.C.D.F.	= INDICATES HARRIS COUNTY CLERK FILE
O.P.R.R.P.H.C.T.	= INDICATES OFFICIAL PUBLIC RECORDS REAL PROPERTY HARRIS COUNTY, TEXAS
H.C.F.C.D.	= INDICATES HARRIS COUNTY FLOOD CONTROL DISTRICT

NOTES:

1. A CONTINUOUS SYSTEM OF SIDEWALKS SHALL BE PROVIDED
2. ALL PATIO AREAS SHALL BE OBSTRUCTED FROM PUBLIC VIEW BY MEANS OF COMMON WALLS, SOLID FENCES OR OTHER CONSTRUCTION WHICH ASSURES A DEGREE OF PRIVACY WITHIN THE PATIO.
3. EACH LOT SHALL HAVE AN UNRESTRICTED PATIO AREA OF AT LEAST 200 SQ. FT.
4. SIDE WINDOWS IN STAGGERED UNITS SHALL NOT OVERLOOK ADJACENT PATIO AREAS
5. LOTS UNDER 24' WIDE MAY ONLY HAVE MULTI-STORY UNITS PLACED ON THEM
6. PROJECT ILLUMINATION SHALL BE A MINIMUM OF 0.3 CANDLE FOOT
7. ALL UNITS SHALL BE A MINIMUM OF 800 SQ. FT. OF LIVING AREA
8. RESTRICTED RESERVES A,C,D & E ARE RESTRICTED TO LANDSCAPING, UTILITIES AND COMMON OPEN SPACE
9. RESTRICTED RESERVE B IS RESTRICTED TO DRAINAGE AND DETENTION
10. ALL STREETS WITHIN THE SUBDIVISION ARE PUBLIC
11. COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE SURFACE COORDINATES (NAD83), AND MAY BE CORRECTED TO GRID BY DIVIDING THE FOLLOWING COMBINED SCALE FACTOR OF 1.00013.
12. ALL FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH CITY OF PASADENA ORDINANCE 2007-113 AND ANY SUBSEQUENT AMENDMENTS THERETO.
13. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF PASADENA SPECIFICATIONS.
14. ALL RESERVES SHALL BE OWNED AND MAINTAINED BY THE APPLICABLE COMMUNITY ASSOCIATION.

PARKWAY TRAILS VILLAS

A TOWNHOMES SUBDIVISION OF

28.99 ACRES OF LAND

OUT OF
THE F. REYNOLDS SURVEY,
ABSTRACT NO. 643,
CITY OF PASADENA,
HARRIS COUNTY, TEXAS

3 BLOCKS - 181 LOTS - 5 RESERVES

OWNER/DEVELOPER:
DRP TX 2, LLC
A DELAWARE LIMITED LIABILITY COMPANY
DW PARTNERS
590 MADISON AVENUE, 13TH FLOOR
NEW YORK, NEW YORK 10022

DANNENBAUM
ENGINEERING CORPORATION
T.B.P.L.S. FIRM REGISTRATION #101168-00
3100 WEST ALABAMA, HOUSTON, TX 77098 (713) 520-9370
SURVEYING AND MAPPING DIVISION

SCALE : 1" = 100' DATE : APRIL, 2020

SHEET 2 OF 3

JOB# 5085-06

STATE OF TEXAS
COUNTY OF HARRIS

We, DRP TX 2, LLC, a Delaware Limited Liability Company, owners of the property subdivided in the above foregoing map of PARKWAY TRAILS VILLAS, do hereby make subdivision of said property, according to the lines, streets, lots, alleys, parks, building lines, and easements therein shown; and designate said subdivision as PARKWAY TRAILS VILLAS in the F. Reynolds Survey, Harris County, Texas; and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our heirs and assigns to warrant and forever defend the title to the land so dedicated.

It is hereby covenanted and agreed with each lot owner, with the City of Pasadena, and with the Pasadena City Planning and Zoning Commission, that this subdivision will be developed to conform in all ways with the rules and regulations of said Commission last adopted by it prior to this date, and upon which basis this plat is approved.

We hereby covenant and agree that all lots within the boundaries of this subdivision are for residential purposes unless otherwise noted.

IN TESTIMONY WHEREOF, DRP TX 2, LLC, a Delaware Limited Liability Company, has caused these presents to be signed by

Houdin Honarvar, Authorized Signatory, this _____ day of _____ 2020.

DRP TX 2, LLC,
a Delaware Limited Liability Company

By: _____
Houdin Honarvar,
Authorized Signatory

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, on this day personally appeared Houdin Honarvar, Authorized Signatory of DRP TX 2, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2020.

_____
Notary Public in and for the State of New York

_____
Print name

My commission expires: _____

I, Royal T. Brown, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown at boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods have an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System, South Central Zone (NAD 83).

_____
Royal T. Brown
Registered Professional Land Surveyor
Texas Registration No. 3981

I, Diane Trautman, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____ 2020, at _____ o'clock ___M., and duly recorded on _____ 2020, at _____ o'clock ___M., and at Film Code No. _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

_____
Diane Trautman
County Clerk
of Harris County, Texas

By: _____
Deputy

This is to certify that the Planning Commission of the City of Pasadena, Texas, has approved this plat and subdivision of PARKWAY TRAILS VILLAS as shown hereon.

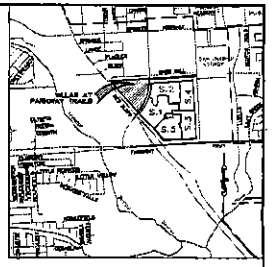
In testimony whereof, witness the official signatures of the Chairman and Secretary of the City of Pasadena, Texas this _____ day of _____, 2020.

By: _____
Keith Nielsen
Chairman

By: _____
Mary Ann Klussman
Secretary

I, the undersigned Director of Public Works of the City of Pasadena hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the City as to which this approval is required.

_____
Robin S. Green, Jr., P.E.
Director of Public Works



Vicinity Map
KEY MAP NO. 578 B
(Not to Scale)

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SURVEYING AND MAPPING DIVISION
SCALE: 1" = 100' DATE: APRIL, 2020
SHEET 3 OF 3
JOB# 3085-06

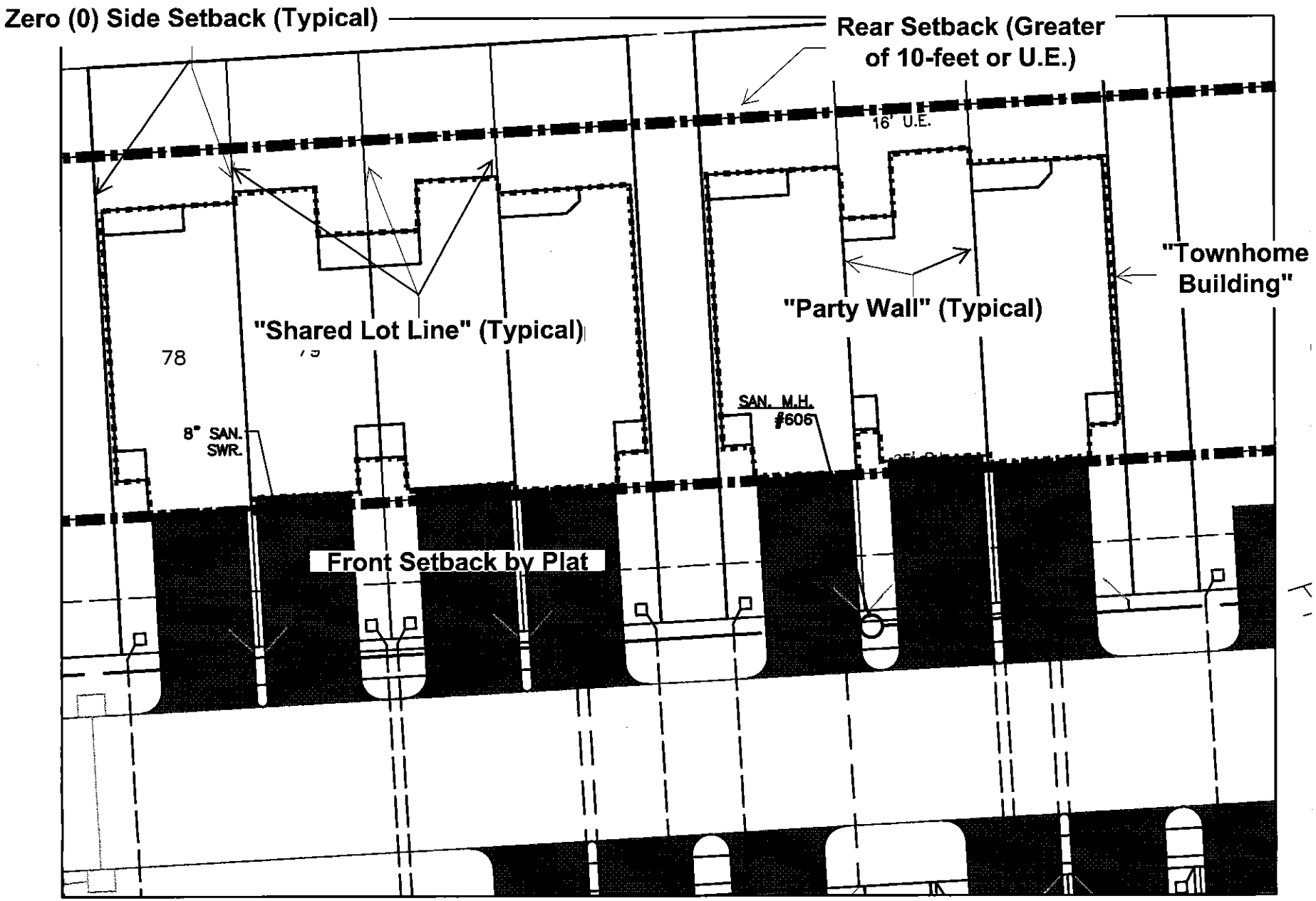

Exhibit "A"
Setback Diagram

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

FILED FOR RECORD

3:34:38 PM

Friday, September 18, 2020

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Friday, September 18, 2020

COUNTY CLERK
HARRIS COUNTY, TEXAS