

7813742

DEEDS

DEDICATION OF RESTRICTIONS

THE STATE OF TEXAS |
 | I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY |

WHEREAS, TERRAFORM, INC., a Texas corporation, is the owner of all that certain real property comprising "CARRIAGE HILLS - SECTION I" and herein sometimes referred to as Subdivision, according to the map or plat thereof recorded or to be recorded in the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property;

WHEREAS, TERRAFORM, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said subdivision, and for the protection of such property value therein, desires to place on and against property certain protective and restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that TERRAFORM, INC., a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the tracts located in said CARRIAGE HILLS - SECTION I, owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building or other improvements shall be erected, placed or altered, including any walls, fences or hedges or the erection begun, or changes made in the design thereof after original construction on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee, or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The Committee's approval or disapproval as required herein shall be in writing. The Architectural Control Committee is composed of three (3) members who are to be named by TERRAFORM, INC. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee at its sole discretion, is hereby permitted to approve deviations in location where, in its judgment, such deviation will result in a more beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions. The Architectural Control Committee may assign to CARRIAGE HILLS - SECTION I Community Improvement Association, Inc., any and all rights reserved to the Architectural Control Committee hereunder. Any such assignment shall be evidenced by a proper instrument in writing recorded in the Official Public Records of Real Property in Montgomery County, Texas.

The owner of any lot will be individually responsible for the installation of a septic tank on his lot or lots and the septic

tank must meet the applicable federal, state or local jurisdiction restriction.

2. All tracts in said CARRIAGE HILLS - SECTION I, unless otherwise designated on the aforementioned map or plat of this subdivision shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

(A) USE. No dwelling shall be erected, altered, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourist cottages or as places of abode for transient persons. No trees shall be cut on any tract without written consent of Seller unless contract is paid in full, excluding trees to be cut to erect a home or attachments thereof.

- (1) All dwellings erected on any residential lots shall have an interior area of not less than 1650 square feet, provided further that one and one-half story house shall contain at least 1400 square feet on the ground floor and containing at least a total of 1800 square feet. Provided further that two story houses shall contain at least 1200 square feet on the ground floor and containing a total of 2000 square feet. Provided further that the dwelling erected on the following lots shall have an interior of not less than 1850 square feet: Block I, Lots 1 & 2, 40 through 45 and 79 through 83, 113 through 115, 153 through 156, 163 through 178 and Lot 183; Block II, Lots 1 through 4; Block III, Lots 1 through 4; Block IV, Lots 1 through 4, Block V, Lots 1 through 24, Block VI, Lots 1, Block VII, Lots 1 through 7; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.
- (2) No building or structure shall be occupied or used until the exterior thereof is completely finished.
- (3) Except as may be authorized in writing by the Architectural Control Committee, or its assigns, no building shall be located nearer to the front lot line than fifty feet (50'), nor nearer the side street than fifteen feet (15'), nor nearer than ten feet (10') to any side lot line, except that the slab or foundation for a garage only may not be nearer to any side lot line than five feet (5'). Provided further that on the following lots the set back line will be seventy-five (75') feet: Lots 170 through 176 in Block I, Lots 1 through 24 in Block V, Lots 1 through 7 in Block VII. Overhang of the walls

and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. The Architectural Control Committee may grant variances to such building setback lines which, in its judgment will result in a more beneficial use of the property. Except as may be authorized in writing by the Architectural Control Committee, all improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the largest set back line; provided that garages on corner lots may face the street if specifically approved by the Architectural Control Committee. No fence, wall, hedge, pergola or other detached structure shall be erected or maintained on any part of any lot forward of the front or side building line. For the purposes of this covenant, unless otherwise provided for herein, eaves, steps and unroofed terraces shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the construction on one lot to encroach upon another lot.

- (4) In no event shall any residential lot be used for any business purpose.
- (5) All residences in this subdivision are to have at least a two car enclosed attached garage or a two car non-attached garage.

Beam { (B) **CONSTRUCTION.** All exterior construction materials shall be approved by the Architectural Control Committee. No concrete blocks shall be used in said construction and all buildings shall be built on a concrete slab or a solid concrete beam foundation. In no event shall any old house or building be moved on any lot or lots in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto, shall be completed within six (6) months after pouring of the slab.

(C) No boats or trailers shall be permitted to be placed in front of any residential building.

3. **GARBAGE AND TRASH DISPOSAL**

Garbage and trash shall be disposed of at least once a week. No lot may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

The Board of Directors of the CARRIAGE HILLS - SECTION I Community Improvement Association, Inc. shall have the authority to contract with any individual, public or private corporation or governmental agency to dispose of the trash. Payment for removal of the trash may be derived from the assessment by CARRIAGE HILLS - SECTION I Community Improvement Association, Inc. on the residents.

4. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles for parts.

5. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, mobile home, or mobile home double wide, shack, barn or other outbuilding or structures shall be moved onto a lot in this subdivision nor shall any garage or other outbuilding be used as a temporary or permanent residence in this subdivision.

6. ANIMALS

No horses, cows, poultry or livestock of any kind, other than house pets, may be kept on said property. No lot in this subdivision shall be used for the commercial breeding and feeding of any animals or birds.

7. EASEMENTS

Certain easements are reserved over and across lots in the subdivision as indicated on the recorded subdivision plat and as further set forth herein, for the purpose of furnishing and/or the movement of electric power, water, sewage, drainage, telephone services and petroleum substances in and through the subdivision and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to such easements. Such easements also include the right to remove all trees within the easements. All such easements further include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of this subdivision.

8. FENCES AND PLANTS

All fences built of lumber other than red wood or cedar tenor shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all times. All other types of fences must be kept in a neat and presentable appearance at all times. No cyclone fences may be built in front of any house or houses or on any lot or lots.

9. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign of not more than five square feet advertising the property for sale by CARRIAGE HILLS - SECTION I, or signs by a builder to advertise the property during the construction and sales period.

10. ACCESS

No driveways or roadways may be constructed on any lot in this subdivision that will furnish access to any adjoining lots or property without the express written consent of TERRAFORM, INC.

11. DRIVEWAYS

All driveways must be paved before any new house may be occupied in this subdivision.

12. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in CARRIAGE HILLS - SECTION I, must be approved by the Architectural Control Committee and in no event shall any such drain tile or culvert have an inside diameter of less than eighteen (18) inches.

13. UTILITIES

Each and every residence shall be required to connect to the water lines as soon as they are made available.

14. RESUBDIVISION

No lot may be resubdivided without the written approval of TERRAFORM, INC.

15. FIREARMS

The use or discharge of firearms is expressly prohibited within the subdivision.

16. MATERIALS STORED ON LOTS

No building material or debris of any kind shall be placed or stored upon any lot except during construction.

17. THE CARRIAGE HILLS - SECTION I COMMUNITY IMPROVEMENT ASSOCIATION, INC.

Definitions:

(a) "Association" shall mean and refer to CARRIAGE HILLS - SECTION I Community Improvement Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 18 hereof.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons and entities, entities of the fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Properties" shall mean and refer to that certain real property hereinabove described as comprising CARRIAGE HILLS - SECTION I and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean and refer to all real property now or hereinafter owned by the Association for the common use and enjoyment of the owners.

(e) "Lot" shall mean and refer to any plot of land shown on the subdivision map of CARRIAGE HILLS - SECTION I with the size of each lot to be established in the Deed out of TERRAFORM, INC.

(f) "Board of Directors" shall mean and refer to the Board of Directors of CARRIAGE HILLS - SECTION I Community Improvement Association, Inc.

18. MAINTENANCE ASSESSMENTS:

TERRAFORM, INC. imposes on each residential lot or parcel of land (save and except those tracts designated as "Reserve

Lots") owned within the properties and hereby covenants that each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the CARRIAGE HILLS -SECTION I Community Improvement Association, Inc. annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them. Appropriate recitations in the deed conveying each residential lot will evidence the retention of a vendor's lien by TERRAFORM, INC. for the purpose of securing payment of said charge assigned to the CARRIAGE HILLS - SECTION I without recourse on TERRAFORM, INC. in any manner for the payment of said charge and indebtedness.

19. PURPOSE OF ASSESSMENTS:

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of residents of the properties and for the improvement and maintenance of the Common Area. Permissible uses of the assessments levied by the Association shall include, but not be limited to because of enumeration, the payment for maintenance or installation of streets, roads, highways, curbs, gutters, sidewalks, trees, paths, parks, parkways, esplanades, vacant lots, mosquito fogging, the employment of policemen, watchmen, or other security personnel, and the payment of legal fees incurred in connection with the enforcement of all recorded charges and maintenance assessments, restrictions, covenants and conditions affecting said property to which the maintenance fund herein described applies.

20. MAXIMUM ANNUAL ASSESSMENT:

Until January of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Seventy-Two and No/100 (\$72.00) Dollars per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership, which increase if not specifically increased from year to year shall be cumulative to the specific year in which an increase becomes effective.

(b) From and after January 1 of the year following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

21. MEMBERSHIP AND VOTING RIGHT:

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership.

CLASS A: Class A members shall be all owners with the exception of TERRAFORM, INC. and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to a lot.

CLASS B: Class B shall be TERRAFORM, INC. or its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped lot for the purpose of development. Class B members shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the total number of votes outstanding in Class A membership equals the total votes outstanding in Class B membership including duly annexed areas, but subject to further cessation in the limitations set forth in this paragraph; or
- (2) On January 1, 1985.
- (3) TERRAFORM, INC., hereby agrees to assign its right to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the CARRIAGE HILLS - SECTION I Community Improvement Association, Inc. when either condition (1) or (2) above occurs.

22. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of a lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Board of Directors of the Association shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. A written statement of assessment shall be sent to every owner subject thereto or to the owner's designee, or to the mortgage company holding a first lien on the lot if the owner has notified the Association in writing that the assessments are to be paid out of escrow funds established and collected by said mortgage company for the purpose of paying the assessments. Said written statement of assessment shall state (1) the

amount of the assessments against the lot stated in terms of the total due and owing on the assessments and (2) that unless the owner shall pay the assessments within thirty (30) days following the date for such payment specified in the statement, the same shall be deemed delinquent and will bear interest at the rate of ten percent (10%) per annum on the unpaid portion of the assessment until paid. Upon written request by the owner or a lienholder, the Association shall, within a reasonable time, issue to such owner or lienholder a written certificate stating that all assessments and charges (including interest and costs) have been paid with respect to lot; and if all assessments and charges have not been paid, setting forth the amount of such assessments and charges (including interest and costs, if any) due and payable as of the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, or lender, on the lot specified in such certificate.

23. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. In the event any assessment is not paid within thirty (30) days after the due date, the Association, in addition to the right to sue the owner individually, shall have the right to enforce its lien to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction, subject to the same procedures, as in the case of mortgages or deeds of trust under the applicable law), and the amount due by such owner shall include all assessments due and any interest due thereon, as well as the cost of such proceedings, including reasonable attorney's fees and interest. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his or her lot.

24. SUBORDINATION OF LIEN

The Vendor's Lien reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing (1) given to secure the payment of the purchase price of all or any part of the real property (of any improvements thereon), comprising CARRIAGE HILLS - SECTION I subdivision in Montgomery County, Texas, as herein described or (2) given to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of the real property comprising CARRIAGE HILLS - SECTION I, a subdivision in Montgomery County, Texas, as herein described.

The giving of thirty (30) days written notice to the holders of all outstanding indebtedness secured by a lien, mortgage or encumbrance made superior hereby of any proposed proceedings (judicial or otherwise) shall be a condition precedent to any such enforcement. The Notice herein required shall be sent by registered or certified mail, return receipt requested, with all postage prepaid to said holders and shall include a statement of the assessments and non-payment of which is the basis of said proposed proceedings.

The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.

25. BOARD OF DIRECTORS

The initial Board of Directors of the Association shall be composed of Harry Hill, and Jay Smith, and one employee of Declarant. At such time as at least ninety percent (90%) of the lots in the subdivision are owned by persons or entities other than TERRAFORM, INC., the then owners may by vote, as hereinafter provided, appoint or elect a new Board of Directors of three (3) members to replace the three (3) members of the initial Board of Directors of the Association. Each member of the Board of Directors (with the exception of the members of the initial Board of Directors or member appointed or elected by the initial Board of Directors to fill a vacancy created on the initial Board of Directors due to the death, resignation, refusal or inability of any member of the initial Board of Directors to serve) shall be a lot owner in CARRIAGE HILLS - SECTION I. Each owner shall be entitled to one vote for each lot to which such owner then holds record title.

TERRAFORM, INC. shall be obligated to arrange for the initial election of the Board of Directors of the Association at such time after the sale of ninety percent (90%) of the lots as hereinabove set out as ten or more owners in CARRIAGE HILLS - SECTION I request in writing the call of such election. Thereafter, the Board of Directors of the Association shall also be obliged to arrange for elections for the the removal and/or replacement of members of the Board of Directors of the Association when so requested in writing by twenty-five (25) or more lot owners in CARRIAGE HILLS - SECTION I. The Board of Directors of the Association may also call such an election within its own discretion.

Such election (or any other election for the removal or replacement of members of the Board of Directors of the Association) shall be governed by the following: The Board of Directors shall serve written notice of such election to each of the then lot owners in CARRIAGE HILLS - SECTION I by addressing such notice by U.S. mail, postage prepaid, to the last known address of such owners at least two (2) weeks prior to such election, thereby apprising said owners of the time and place of such election. Posting of such Notice shall be conclusively deemed to be notice. Votes of owners shall be evidenced by written ballots furnished by the Board of Directors of the Association and the Board of Directors shall preserve said ballots for a period of not less than one (1) year from date of said election. Any owner may appoint a proxy to cast said Owner's ballot in such election, provided that said owner's written appointment of such proxy is attached to the ballot as a part thereof. The result of such election shall be determined by a majority vote of those owners then voting.

The Board of Directors of the Association shall function as representatives of all of the property owners in CARRIAGE HILLS - SECTION I to assure against depreciation of property values in said addition by giving its attention to the matters

hereinafter set out as property functions of such Board of Directors, and shall be authorized to:

- (1) Collect and expend, in the interest of the subdivision as a whole, the maintenance fund herein created;
- (2) Enforce, by appropriate proceedings, these covenants and restrictions;
- (3) Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay maintenance charges herein provided for.

Members of the Board of Directors of the Association may at any time, be relieved of their position and substitute members therefore appointed by vote, as set out above. Upon the death, resignation, refusal or inability of any member of the Board of Directors to serve, the remaining members of the Board of action of the lot owners. No member of the Board of Directors shall ever be liable to any person, firm or corporation for any action taken with reference to the matters hereinabove set out or for any action (other than fraud or theft) taken with respect to the collection and/or administration and/or expenditure of the maintenance fund herein provided for in these restrictions, and the acceptance by any party of a Deed to any lot in CARRIAGE HILLS - SECTION I shall constitute each party's covenant and agreement that such liability shall not exist. No member of the Board of Directors shall receive any compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

26. ENFORCEMENT

The Association acting through the Board of Directors of the Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of these deed restrictions. Failure by the Association or the owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

27. SEVERABILITY

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

28. BOOKS AND RECORDS

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

29. ANNEXATION

Additional property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of membership. Annual assessments for annexed areas should

commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that the appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

30. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of a majority of the lots in the subdivision shall, by instrument in writing duly placed of record, elect to terminate these restrictions and the force and effect thereof.

31. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision, and shall be binding upon the purchaser or his successors, heirs and assigns.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and also as shown on the map or plat of CARRIAGE HILLS - SECTION I, Montgomery County, Texas, and lots with such reservations, easements, restrictions, etc. are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said subdivision, the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

IN WITNESS WHEREOF, TERRAFORM, INC., a Texas Corporation, has caused these presents to be executed by its President and attested by its Secretary all thereunto duly authorized on this 28th day of March, 1978.

TERRAFORM, INC.

By: Angelina Zecco President

ATTEST:

Henry Hall
Secretary


THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Angelina Zee President of TERRAFORM, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of March, 1978.

Roberta
Notary Public in and for
Harris County, Texas
My commission expires 7/31/78



FILED FOR RECORD
AT 9:00 O'CLOCK A M

APR 10 1978

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

I, Roy Harris, Clerk of the County Court in and for Montgomery County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.



Roy Harris

County Clerk of Montgomery Co., Texas

METES AND BOUNDS

being a 201.9049 acre tract out of a 951.798 acre tract out of the Charles E. Dugat Survey A-170, and the James Hodge Survey A-19, said 201.9049 acre tract to be designated Carriage Hills Subdivision, Section One;

BEGINNING, at a 3/4" old iron pipe from which a black gum bears East 7 feet, as shown on the Survey by Noble E. Wicklund, R.L.S. #174, said iron pipe being on the common line between the aforementioned Hodge Survey and Dugat Survey, and the Southwest corner of a 91.6 acre tract of land conveyed to H. C. Jacobs by instrument recorded in Volume 528, Page 428, Montgomery County Deed Records;

THENCE, North 00°21'42" East, a distance of 1700.00 feet, along the common line between the David Thomas Survey A-550 and the James Hodge Survey A-19;

THENCE, South 89°38'18" East, a distance of 250.00 feet;

THENCE, South 52°32'05" East, a distance of 500.00 feet;

THENCE, North 89°51'26" East, a distance of 280.00 feet;

THENCE, South 75°36'15" East, a distance of 790.00 feet;

THENCE, North 83°11'38" East, a distance of 380.49 feet;

THENCE, South 00°21'42" West, a distance of 1216.90 feet;

THENCE, South 89°15'39" West, a distance of 1400.00 feet parallel and approximately one (1) foot North of a fence;

THENCE, South 01°00'03" West, a distance of 691.83 feet;

THENCE, North 89°15'39" East, a distance of 291.89 feet;

THENCE, South 01°47'42" West, a distance of 790.00 feet;

THENCE, North 88°12'18" West, a distance of 200.00 feet;

THENCE, South 14°40'38" East, a distance of 705.34 feet;

THENCE, South 01°47'47" West, a distance of 950.00 feet;

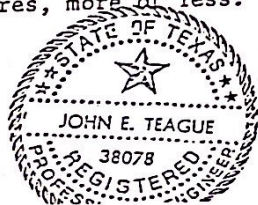
THENCE, North 89°52'07" West, a distance of 1980.02 feet;

THENCE, North 00°43'38" East, a distance of 2120.47 feet;

THENCE, North 01°00'03" East, a distance of 956.12 feet;

THENCE, North 89°15'39" East, a distance of 1059.38 feet, along the common line between the David Thomas Survey A-550 and the Charles E. Dugat Survey A-170, to the Southwest corner of the James Hodge Survey A-19, and THE POINT OF BEGINNING, of the tract of land containing 201.9049 acres, more or less.

April 5, 1978
DAV



Carriage Hills S/D, Sec. One