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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BAYOU MAINTENANCE CORPORATION

FILED FOR RECORD
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[Signature]
County Clerk, Harris County, Texas

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BAYOU MAINTENANCE CORPORATION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Ian Strecker and wife, Elaine L. Strecker are the owners of the real property described as follows:

Lot Eight (8), out of Building Site "A", in Hudson on Bayou, Section One (1), according to the map or plat thereof recorded in Volume 234, Page 8, of the Map Records of Harris County, Texas, and the Second Supplementary Declarations of Covenants, Conditions and Restrictions for Hudson Community recorded under County Clerk's File No. E780855 of the Official Public Records of Real Property of Harris County, Texas, together with the undivided equitable interest and shares in the common area pertinent thereto; and

WHEREAS, John Max Hess and wife, Carol Ann Hess are the owners of the real property described as follows:

Lot One (1), out of Building Site "A", in Hudson on Bayou, Section One (1), according to the map or plat thereof recorded in Volume 234, Page 8, of the Map Records of Harris County, Texas, and the Second Supplementary Declarations of Covenants, Conditions and Restrictions for Hudson Community recorded under County Clerk's File No. E780855 of the Official Public Records of Real Property of Harris County, Texas, together with the undivided equitable interest and shares in the common area pertinent thereto; and

WHEREAS, Norman Lazarus is the owner of the real property described as follows:

Lot Two (2), out of Building Site "A", in Hudson on Bayou, Section One (1), according to the map or plat thereof recorded in Volume 234, Page 8, of the Map Records of Harris County, Texas, and the Second Supplementary Declarations of Covenants, Conditions and Restrictions for Hudson Community recorded under County Clerk's File No. E780855 of the Official Public Records of Real Property of Harris County, Texas, together with the undivided equitable interest and shares in the common area pertinent thereto; and

WHEREAS, Meera J. Buck is the owner of the real property described as follows:

Lot Three (3), out of Building Site "A", in Hudson on Bayou, Section One (1), according to the map or plat thereof recorded in Volume 234, Page 8, of the Map Records of Harris County, Texas, and the Second Supplementary Declarations of Covenants, Conditions and Restrictions for Hudson Community recorded under County Clerk's File No. E780855 of the Official Public Records of Real Property of Harris County, Texas, together with the undivided equitable interest and shares in the common area pertinent thereto; and

WHEREAS, Ronald J. Wolf and wife, Laura D. Wolf are the owners of the real property described as follows:

Lot Four (4), out of Building Site "A", in Hudson on Bayou, Section One (1), according to the map or plat thereof recorded in Volume 234, Page 8, of the Map Records of Harris County, Texas, and the Second Supplementary Declarations of Covenants, Conditions and Restrictions for Hudson Community recorded under County Clerk's File No. E780855 of the Official Public Records of Real Property of Harris County, Texas, together with the undivided equitable interest and shares in the common area pertinent thereto; and

WHEREAS, Inez Rachel Silberman is the owner of the real property described as follows:

Lot Five (5), out of Building Site "A", in Hudson on Bayou, Section One (1), according to the map or plat thereof recorded in Volume 234, Page 8, of the Map Records of Harris County, Texas, and the Second Supplementary Declarations of Covenants, Conditions and Restrictions for Hudson Community recorded under County Clerk's File No. E780855 of the Official Public Records of Real Property of Harris County, Texas, together with the undivided equitable interest and shares in the common area pertinent thereto; and

WHEREAS, Richard Alan Fox and wife, Karen N. Fox are the owners of the real property described as follows:

Lot Six (6), out of Building Site "A", in Hudson on Bayou, Section One (1), according to the map or plat thereof recorded in Volume 234, Page 8, of the Map Records of Harris County, Texas, and the Second Supplementary Declarations of Covenants, Conditions and Restrictions for Hudson Community recorded under County Clerk's File No. E780855 of the Official Public Records of Real Property of Harris County, Texas, together with the undivided equitable interest and shares in the common area pertinent thereto; and

WHEREAS, James A. Schlindwein and wife, Suzanne S. Schlindwein are the owners of the real property described as follows:

Lot Seven (7), out of Building Site "A", in Hudson on Bayou, Section One (1), according to the map or plat thereof recorded in Volume 234, Page 8, of the Map Records of Harris County, Texas, and the Second Supplementary Declarations of Covenants, Conditions and Restrictions for Hudson Community recorded under County Clerk's File No. E780855 of the Official Public Records of Real Property of Harris County, Texas, together with the undivided equitable interest and shares in the common area pertinent thereto; and

WHEREAS, the above lots (hereinafter referred to as the "Lots") are adjacent to the real property owned by, or to be acquired by, the Bayou Maintenance Corporation (the "Association") and described on Exhibit "A" attached hereto (the Lots and the Common Area [herein defined] being collectively called the "Properties"); and

WHEREAS, the Lots are currently encumbered by that certain Second Supplementary Declaration of Covenants, Conditions and Restrictions for Hudson Community recorded under County Clerk's File Number E780855 of the Official Public Records of Real Property of Harris County, Texas (as supplemented and amended from time-to-time [the "Hudson Declaration"]); and

WHEREAS, in addition to the Hudson Declaration, the above owners (herein collectively called the "Owners") desire to impose certain additional restrictions and covenants upon the Lots and upon the Common Area.

NOW, THEREFORE, the Owners do hereby adopt, establish and impose upon all of the Properties the following restrictions and covenants for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties, and for the benefit of present and future owners of the Properties, and which restrictions and covenants will run with the land and be binding upon all parties having or acquiring any right, title or interest in any of the Properties and inure to the benefit to each owner thereof.

ARTICLE I.

Definitions

Section 1. Specific Definitions.

"Annual Assessment" shall mean the assessment levied pursuant to Article VII, Section 2 hereof.

"Certificate of Formation" or "Certificate" shall mean and refer to the Certificate of Formation of Bayou Maintenance Corporation, as filed with the Secretary of State of the State of Texas.

"Assessment" shall mean an Annual Assessment, a Special Assessment, or a Reimbursement Assessment.

"Assessments" shall mean the Annual Assessment, the Special Assessment and the Reimbursement Assessment, collectively.

"Association" shall mean and refer to Bayou Maintenance Corporation, a Texas non-profit corporation, its successors or assigns.

"Board of Directors" or "Board" shall mean the elected body of the Association having its normal meaning under Texas law pertaining to non-profit corporations.

"Bylaws or By-Laws" shall mean and refer to the Bylaws of Bayou Maintenance Corporation, which may be amended from time to time.

"Common Area" shall mean all real property, including but not limited to the real property described on Exhibit "A" hereto, and improvements within the Properties, if any, owned, acquired or leased by the Association and dedicated for the common use of the Owners.

"Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of Lot Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and/or the Certificate of Formation.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties, which may be more specifically determined by the Board of Directors.

"Lot" shall mean and refer to the lots hereinbefore described and defined.

"Maintenance Fund" shall mean any accumulation of the Assessments collected by the Association in accordance with the provisions of this Declaration and any Supplemental Declaration together with interest, attorneys' fees, penalties and other sums and revenues collected by the Association pursuant to the provisions of this Declaration and any Supplemental Declaration.

"Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

"Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed affecting a Lot.

"Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

"Mortgagor" shall mean and refer to any Owner who gives a Mortgage.

"Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot, but excluding in all cases any Mortgagee or other party holding an interest merely as security for the performance of an obligation. For the purpose of exercising all privileges of membership in the Association, privileges of ownership are exclusive to each Owner unless otherwise conveyed to a specific Person in writing, with a copy of such written authority given to the Association.

"Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

"Property" or "Properties" shall mean the Lots and the Common Area, together with any improvements thereon or appurtenances thereto. "Property" or "Properties" includes such additional property as is hereafter subjected to this Declaration by a Supplemental Declaration.

"Reimbursement Assessment" shall mean a charge against a particular Owner and his or her Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, of this Declaration or the Rules and Regulations, pursuant to Article VII, Section 6, hereof.

"Rules and Regulations" shall mean those rules and regulations which may be established from time to time by the Board of Directors pursuant to this Declaration.

"Special Assessment" shall mean a charge against a particular Owner and his Lot representing a portion of the cost to the Association for the purpose of funding major capital repairs, maintenance, and replacement of Improvements, as more particularly described in and imposed by Article VII, Section 4, hereof.

"Supplemental Declaration" shall mean any amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

Section 2. Other Defined Terms. Other terms which are defined herein shall have the meanings given in this Declaration.

ARTICLE II.

Easement of Enjoyment

Section 1. Use of Common Area. Each Owner shall have a nonexclusive right and easement of enjoyment to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) This Declaration, as it may be amended from time to time;
- (b) ~~Any restrictions or limitations contained in any deed conveying such Common Area to the Association;~~
- (c) The right of the Board to adopt Rules and Regulations regulating the maintenance, use and enjoyment of the Common Area;
- (d) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area;
- (e) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) The right of the Association to grant easements in, on, over or under the Common Area;

(g) The right of the Association to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration; and

(h) The right of the Association, acting through the Board, to grant an Owner the right to construct a deck over a portion of the Common Area for the sole and exclusive use of such Owner. Any request by an Owner to construct a deck upon any portion of the Common Area must be approved in writing by the Board, in its sole discretion, prior to the construction of the deck. In the event the Board grants approval for an Owner's deck, the Board reserves the right to require the Owner to remove the deck, at the Owner's sole expense, if the Board determines that such removal is reasonably necessary. Decks constructed by an Owner upon the Common Area must be maintained by the Owner, at the Owner's sole cost and expense, in a good and attractive condition.

ARTICLE III.

Establishment of General Plan

Section 1. General Plan and Declaration. This Declaration is hereby established for the purpose of enhancing and protecting the desirability and attractiveness of the Properties. The undersigned Owners, for themselves, their heirs, executors, administrators, legal representatives, successors, and assigns hereby declare that the Properties and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots and Common Areas in the Properties shall be subject to the jurisdiction of the Association.

Section 2. Equitable Servitudes. The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot, and the Common Areas within the Properties, as a servient estate, for the benefit of each and every other Lot and parcel of Common Area within the Properties, as the dominant estate.

Section 3. Covenants Appurtenant. The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall be binding upon and inure to the benefit of: (a) the Properties; (b) the Association and its successors and assigns; and (c) all Persons (including Owners) having, or hereafter acquiring, any right, title, or interest in all or any portion of the Properties and their heirs, executors, successors, and assigns.

ARTICLE IV.

Management and Operation of Properties

Section 1. Management by Association.

(a) Generally. The affairs of the Properties shall be administered and managed by the Association. The Association shall have the right, power and obligation to provide for the management,

acquisition, construction, maintenance, repair, replacement, administration, and operation of the Common Area as herein provided for and as provided for in the Certificate of Formation, Bylaws, and the Rules and Regulations. In the event of any conflict between the Certificate of Formation and the Bylaws, the Certificate of Formation shall control; and in the event of a conflict between the Certificate of Formation or the Bylaws and the provisions of the Declaration, the provisions of the Declaration shall control. The principal purposes of the Association are the collection, expenditure, and management of the Maintenance Fund, enforcement of the restrictions contained herein and in Supplemental Declarations, and establishing a method for the administration, maintenance, preservation, use and enjoyment of the Properties.

(b) Additional Powers of the Association. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Common Area as the Board deems reasonably necessary or appropriate to maintain and operate the Common Area in accordance with the Declaration, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, repair, administration, security, or other matters of mutual interest. The Association, acting through its Board of Directors, shall also have the power to make and to enforce Rules and Regulations governing the use of the Common Area, in addition to those contained herein. The Rules and Regulations shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the majority of the total eligible Class "A" votes of the Association.

(c) Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon.

(d) Personal Properties and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

(e) Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-Laws or by statute, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 2. Board of Directors. The business and affairs of the Association shall be managed by and the decisions and actions of the Association shall be made or taken by the Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Certificate of Formation, or the Bylaws.

Section 3. Membership in Association. Each Owner, whether one person or more, of a Lot shall upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership. Prior to changing the name of the Owner of any Lot on the membership rolls of the Association, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee or processing fee when ownership to any Lot changes. Membership in the Association shall not include Mortgagees or other persons having an interest merely as a security for the performance of an obligation. Each Owner is required to

provide and maintain at all times with the Association, or its designated management agent, current information regarding such Owner's address and phone number and the name, address and phone number of the occupant or property manager, if any, of each Lot owned.

Section 4. Voting and Membership Limitations. The Association shall have one (1) class of Members – Class "A". Class "A" Members shall be all Owners. Each Class "A" Member shall be entitled to one (1) vote for each Lot owned by such Member in the Properties; provided, however, when more than one person holds an interest in any Lot, all such persons shall be Members, and the single vote for such Lot shall be exercised by them as they among themselves determine but in no event shall more than one (1) vote be cast with regard to any Lot owned by a Class "A" Member.

Section 5. Voting. Unless otherwise stated herein, in the Articles, in the By-Laws, or required by law, any action which requires the approval of the Members of the Association shall require the approval of a majority of the total eligible votes of all Members represented in person or by proxy at any duly called meeting. Any action of the Board shall require the approval of a majority of the total members thereon. Any Owner who is delinquent in the payment of any Assessment shall not be entitled to vote during any period in which any such Assessment is delinquent.

Section 6. Compensation of Board. No person serving on the Board shall be entitled to compensation for services performed; however, the Board may employ one or more architects, engineers, land planners, management companies, accountants, bookkeepers, collection agencies, attorneys or other consultants to assist the Board in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Board, such payment to be made out of the Assessments.

Section 7. Power to Enforce Declaration and Rules and Regulations. The Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Properties after notice (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the improvements situated thereon by the Owner or any other Person), without liability by the Association to the Owner, tenant, or guest thereof, for the purpose of enforcement of this Declaration or Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by suspension, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or Member's family, guests, or tenants, of this Declaration or such Rules and Regulations unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (e) by levying and collecting, after notice, a Reimbursement Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (f) by levying and collecting, after notice, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants.

Section 8. Limitation on Liability. The officers of the Association and Board members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Board members may also be Members of the Association). Further, a member of the Board shall not be liable to the Association, any Member, or any other person for any action taken or not taken as a member of the Board if he acts in good faith, with the care of an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interests of the Association. The officers of the Association and the members of the Board shall also be entitled to the benefit of any provision limiting their liability provided by the By-Laws and the Texas Business Organizations Code.

Section 9. Indemnification.

(a) Generally. Except as provided in Subsection (f) of this Section 9, the Association shall defend and indemnify every officer, member of the Board and committee member and their respective agents, managers or administrators (each, an "Indemnified Party") against any and all liabilities and expenses, including legal fees, incurred by or imposed upon such Indemnified Party in connection with any action, claim, demand, suit, or other proceeding (each a "Proceeding") to which he or she may be a party by reason of being or having been an officer, Board member, agent or committee member. This indemnification shall also apply to any liability and expense incurred with the settlement of any Proceeding, if such settlement is approved in advance by the then Board of Directors. The Association shall also indemnify and forever hold each Indemnified Party free and harmless against any and all personal liability to others on account of any contract or commitment made by them, in good faith, on behalf of the Association, except to the extent such indemnified Party may also be a Member of the Association.

(b) Continuation. Indemnification under this Section 9 shall continue as to each Indemnified Party who has ceased to serve in the capacity which initially entitled such Indemnified Party to the indemnity hereunder. The rights granted pursuant to this Section 9 shall be deemed contract rights, and no amendment, modification or repeal of this Section 9 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

(c) Advance Payment. The right to indemnification conferred in this Section 9 shall include the right to be paid or reimbursed by the Association the reasonable expenses incurred by an Indemnified Party who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Party's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any Indemnified Party in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Association of a written affirmation by such Indemnified Party of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Section 9 and a written undertaking, by or on behalf of the Indemnified Party, to repay all amounts so advanced if it shall ultimately be determined that the Indemnified Party is not entitled to be indemnified under this Section 9 or otherwise.

(d) Appearance as a Witness. Notwithstanding any other provision of this Section 9, the Association may pay or reimburse expenses incurred by an Indemnified Party in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

(e) Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Section 9 shall not be exclusive of any other right which an Indemnified Party may have or hereafter acquire under any law.

(f) Limitation on Indemnification. No indemnification shall be provided under this Section 9 to any Indemnified Party with respect to any Proceeding in which an Indemnified Party shall be determined not to have acted in good faith with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner which he does not believe to be in the best interests of the Association. However, it is the intent of this Section 9 not to subject an Indemnified Party to standards of any professional background they may have and therefore not subject such Indemnified Party to any professional liability. An Indemnified Party is intended to serve as a volunteer regardless of their professional background.

Section 10. Power to Grant Easements. The Association, shall have the power to grant access, utility, drainage, water, facility, cable television, and other easements, in, on, over, or under the Common Area.

Section 11. Inspection of Records. The Members shall have the right to inspect the books and records of the Association at reasonable times during normal business hours by appointment.

Section 12. Right of Entry: Enforcement by Self Help. The Association shall have the right, but not the obligation, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any unoccupied, vacant or abandoned Lot, including any improvements located thereon, if deemed reasonably necessary by the Board of Directors of the Association for emergency, health, safety and/or security purposes to make repairs to improvements, secure the Properties or abate or remove things or conditions which are potentially hazardous or which violate any provisions of this Declaration. Such right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, the Association shall first attempt to provide reasonable notice to the last known Owner of the Lot. All costs of such efforts, including reasonable attorneys' fees actually incurred, shall be assessed against the Owner of the Lot and shall be collected as provided for herein for the collection of the Assessments.

ARTICLE V.

Maintenance

Section 1. Association's Responsibility.

(a) Generally. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of the retaining wall located upon, or to be located upon, the Common Area (the "Retaining Wall") and any appurtenant structures, and improvements thereto.

(b) Maintenance Easements. There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill the Association's maintenance responsibility described herein.

(c) Maintenance Expenses. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement performed by the Association shall be a Common Expense to be allocated among all Lots as part of the Assessment, notwithstanding that the Association may be entitled to reimbursement from the owners(s) of certain portions of the Property pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

Section 2. Owner's Responsibilities.

(a) Generally. Each Owner shall maintain his or her Lot and shall maintain landscaping on that portion of the Common Area, if any, between his Lot boundary line and the Retaining Wall. For the purposes of such Owner's maintenance area, the sides of the particular Owner's maintenance area within the Common Area shall be in line with the side Lot lines of the particular Owner's Lot. Owners shall take no action which interferes with, directly or indirectly, the Retaining Wall and its function or integrity. Owners shall not repair, maintain, paint or otherwise contact the Retaining Wall.

(b) Standard of Maintenance by Owner. All maintenance required by this Section 2 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or pursuant to any Supplemental Declaration affecting such Lot.

(c) Enforcement of Owner's Responsibilities. In addition to any other enforcement rights available to the Association, in the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not obligation), through its agents or employees, to perform an Owner's maintenance herein.

ARTICLE VI.

No Partition

Except as is permitted in the Declaration or any Supplemental Declaration, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII.

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The undersigned Owners hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual Assessments;

- (b) Special Assessments; and
- (c) Reimbursement Assessments.

The Annual, Special, and Reimbursement Assessments (collectively the "Assessments"), together with interest, costs and reasonable attorney's fees, shall also be a charge on the Lot and shall be a continuing lien upon the Properties against which the Assessments are made. The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such assessment is made. Each such assessment and other charges, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time when the assessments fell due and shall not be affected by any change in the ownership thereof.

Section 2. Annual Assessment.

(a) Generally. Each Lot in the Properties is hereby subjected to an annual assessment (the "Annual Assessment"). The Annual Assessment will be paid by the Owner or Owners of each Lot within the Properties to the Association in advance on or before January 1 of each year. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Board of Directors of the Association, or as the needs for the Properties may, in the judgment of the Board of Directors, require. The Annual Assessment shall be assessed on a per Lot basis.

(b) Uses. The Association may use the Maintenance Fund for any purpose provided by this Declaration, including by way of clarification and not limitation, at its sole option, any or all of the following: constructing and maintaining the of the Retaining Wall and any other improvements appurtenant thereto, acquisition of the Common Area and doing other things necessary or desirable, in the opinion of the Board of Directors to keep the Common Area neat and in good order or which is considered of general benefit to the Owners or occupants of the Properties. It is understood that the judgment of the Board of Directors in the expenditure of the Maintenance Fund shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation or obligation that any of the above will, in fact, be provided by the Association.

(c) Rendition and Notice. Annual Assessments shall be payable in advance on or before January 1 of each year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot by October 1 for the next calendar year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing. Annual Assessments shall be considered delinquent if not received by January 31 of the year which the Annual Assessment pertains.

Section 3. Initial Annual Assessment. The initial Annual Assessment for the calendar year 2006 shall be \$1,200.00 per Lot and shall be due and payable to the Association on or before April 1, 2006. The initial Annual Assessment is due in total and not subject to proration.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Board of Directors may, upon the affirmative vote of two-thirds (2/3) of the total eligible votes of the Association at a meeting duly called for this purpose, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Voting may

also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U. S. First Class Mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas. Upon the levying of any Special Assessment pursuant to the provisions of this Section, the Association shall cause to be recorded in the Office of the County Clerk of Harris County, Texas, a sworn affidavit of the President or any Vice President and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of eligible votes of the Association as of the date of the voting, the quorum required, the number of votes voting "For" and "Against" the Special Assessment, the amount of the Special Assessment authorized, and the date by which the Special Assessment must be paid in order to avoid being delinquent.

Section 5. Notice and Quorum of any Action Authorized. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and proper form of notice of any meeting for the purposes set forth in Section 4, as applicable, of this Article VII, and to ascertain the presence of a quorum at such meeting.

Section 6. Reimbursement Assessments. The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with this Declaration, the Certificate of Formation, the Bylaws, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

Section 7. Estoppel/Resale Certificates. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association or its agent setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Attribution of Payments. If any Owner's Assessment payment is less than the amount assessed and the payment does not specify whether it should be applied against an Annual Assessment, Special Assessment, or Reimbursement Assessment, the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Reimbursement Assessment until the Reimbursement Assessment has been satisfied; (b) Special Assessment until the Special Assessment has been satisfied; and (c) Annual Assessment until the Annual Assessment has been satisfied. In each of the foregoing cases, payments received shall be credited first to interest, attorney's fees, and other costs of collection, and then to Assessment reduction, satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority.

Section 9. Effect of Nonpayment of Assessments. Any of the Assessments which are not paid within thirty (30) days after the due date shall be delinquent and shall be subject to the following:

(a) interest at the rate of ten percent (10%) per annum from the due date or the maximum rate of interest allowed by law, if less than ten percent (10%), and all costs of collection, including reasonable attorney's fees;

(b) all rights of the Owner as a Member of the Association (but not such Owner's responsibilities as a Member of the Association) may be suspended by the Board of Directors until all Assessments and related costs are paid in full, and during such suspension, such Owner shall not be entitled to vote upon any matters on which Members are entitled to vote;

(c) an action at law against the Owner personally obligated to pay the same, and/or foreclose on the lien herein retained against the Lot. Interest, costs of court, and reasonable attorneys' fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such Assessment or charge; and

(d) a late charge in an amount as may be determined by the Board of Directors from time to time.

Section 10. Contractual Lien.

(a) Generally. Assessments (together with interest, and reasonable attorney's fees if it becomes necessary for the Association to enforce collection of any amount in respect of any Lot) shall be a charge on each Lot and shall be secured by a continuing lien upon each Lot against which such assessment is made until paid.

(b) Notice of Lien. Additional notice of the lien created by this Section may be effected by recording in the Office of the County Clerk of Harris County, Texas, an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

(c) Creation of Lien. Each Owner, by his or her signature hereto and/or his or her acceptance of a deed to a Lot, hereby expressly grants to the Association a lien for the purpose of securing payment of Assessments upon such Lot. The Association, acting by and through the Board of Directors may, but shall not be obligated to, prepare and record in the Real Property Records of Harris County, Texas, a notice of such lien which will constitute further evidence of the lien for Assessments against a Lot. In addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly GRANTS, BARGAINS, SELLS and CONVEYS to the President and/or Vice President or agent of the Association from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the Assessments levied hereunder, and other sums due hereunder remaining unpaid hereunder from time to time. The Trustee herein designated may be changed for any reason and at any time and from time to time by execution of an instrument in writing signed by the President or a Vice-President of the Association and attested to by the Secretary or an Assistant Secretary of the Association and filed in the Office of the County Clerk of Harris County, Texas.

(d) Enforcement of Lien. The Association shall have the right to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by nonjudicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as may be amended or revised from time to time hereafter). In the event of the election by the Board of Directors of the Association to foreclose the lien herein provided for non-payment of sums secured by such lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such request Lot, and all rights appurtenant thereto in accordance with Section 51.002 of the Texas Property Code (as said statute shall read at the time of enforcement) and to make due

conveyance to purchaser or purchasers by deed binding upon the Owner or Owners of such Lot and his heirs, executors, administrators and successors. The Trustee shall give notice of such proposed sale as required by Section 51.002 of the Texas Property Code (as said statute shall read at the time notice is given).

(e) Additional Matters Pertaining to Foreclosure. At any foreclosure, judicial or nonjudicial, 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.

Section 11. Non-Use, Etc. No Owner may waive or otherwise escape said lien and liability for the assessments provided for herein by non-use of the Common Area, or abandonment, non-use or divestiture of ownership of a Lot for any Assessment which became due and payable during the time when such Owner owned the Lot.

Section 12. Exempt Portions of the Properties. All portions of the Properties dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and all Common Area shall be exempt from the Assessments and other charges created herein. Notwithstanding the foregoing, no Lot which is used, or is intended for use, as a residence shall be exempt from Assessments and charges and the lien herein securing-payment thereof.

Section 13. No Offsets. The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, (a) any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration, (b) any claim by the Owner of non-use of the Common Areas or abandonment of his Lot, (c) any claim by the Owner of inconvenience or discomfort arising from the making of repairs or Improvements to Common Area, or (d) any claim by the Owner of inconvenience or discomfort arising from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

Section 14. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to any first lien mortgages relating to the Lots or liens relating to construction upon the Lots. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to the foreclosure of a first lien mortgage or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof. A selling Owner of a Lot shall not be relieved of personal liability for any Assessments accruing on such Lot prior to the date of sale or transfer.

ARTICLE VIII.

Annexation

Section 1. Annexation. Additional residential property and Common Area may be annexed into the jurisdiction of the Association upon the favorable vote of two-thirds (2/3) of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise. Further, additional real property may be annexed hereto from time to time by the Board, without the consent of the Owners. Annexation of additional property shall encumber said property with all of the covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration and shall become effective on the date a Supplemental Declaration is signed and acknowledged by the owner of said annexed property and the Association and is filed for record in Harris County, Texas, evidencing the annexation. Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots and Common Area. The funds resulting from any assessment, whether annual or special, levied against any property hereinafter annexed to the Properties may be combined with the funds collected from the Owners of Lots within the Properties and may be used for the benefit of all property and all Owners in the manner hereinabove provided.

ARTICLE IX.

General Provisions

Section 1. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all owners, their respective legal representatives, heirs, successors, and assigns for a term of forty (40) years from the date this Declaration is filed with the County Clerk of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed by the then Owners of not less than two-thirds (2/3) of the total number of Lots within the Properties is filed for record with the County Clerk of Harris County, Texas, altering, rescinding, or modifying said covenants and restrictions, in whole or in part, as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots within the Properties shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date any instrument signed by the then Owners of not less than two-thirds (2/3) of the total number of Lots within the Properties is filed for record in Harris County, Texas, so amending this Declaration.

Section 2. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 3. Compliance. It shall be the responsibility of each Owner or occupant of a Lot to obtain copies of and become familiar with the terms of the Declaration, Certificate of Formation, Bylaws, and Rules and Regulations. Every Owner of any lot shall comply with all lawful provisions of this Declaration, the By-Laws, and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity,

maintainable by the Association or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the By-Laws.

Section 4. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AND AGENTS, SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, ITS DIRECTORS, OFFICERS AND AGENTS AND COMMITTEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Section 5. Severability. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

Section 6. Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 7. Delay in Enforcement. No delay in enforcing the provisions of this Declaration with respect 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.

Section 8. Enforceability. This Declaration shall run with the Properties and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Properties, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorneys' fees from the Owner or occupant of a Lot who violated this Declaration.

Section 9. Remedies. In the event any person shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner of a Lot within the Properties, or any portion thereof, may institute and prosecute any proceedings at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

Section 10. Violations of Law. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any Lot 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.

Section 11. No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Properties, the Retaining Wall or any improvements upon the Common Area, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

Section 12. Captions for Convenience. The titles, headings, captions, articles and section numbers 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. Unless the context otherwise requires, references herein to Articles and Sections are to articles and sections of this Declaration.

Section 13. No Condominium. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act, Tex. Prop. Code Ann. §81.001-81.210 (Vernon 1983).

Section 14. Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

Section 15. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 16. Multiple Counterparts. This Declaration may be executed in one or more counterparts which taken together shall constitute one instrument without the necessity of each party executing the same counterpart.

IN WITNESS WHEREOF, the undersigned Owners have executed this Declaration to be effective as of the 25th day of May, 2006.

OWNER(S):

[Handwritten signature of Ian Strecker]

Ian Strecker

[Handwritten signature of Elaine L. Strecker]

Elaine L. Strecker

(3)
2006

THE STATE OF TEXAS

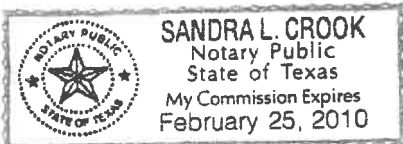
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COUNTY OF HARRIS

This instrument was acknowledged before me on the 25th day of May, 2006, by Ian Strecker and wife, Elaine L. Strecker.

[Handwritten signature of Sandra L. Crook]

Notary Public, State of Texas



Inez Rachel Silberman
Inez Rachel Silberman

102

THE STATE OF TEXAS

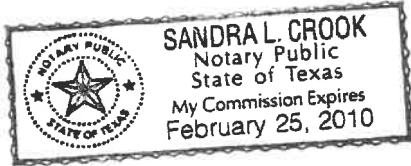
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COUNTY OF HARRIS

This instrument was acknowledged before me on the 25th day of May, 2006, by
Inez Rachel Silberman.

Sandra L. Crook

Notary Public, State of Texas



[Signature]
John Max Hess

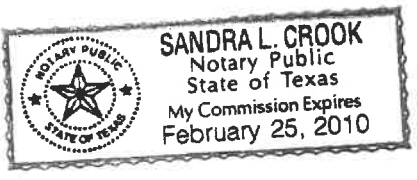
2006

[Signature]
Carol Ann Hess

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 25th day of May, 2006, by John Max Hess and wife, Carol Ann Hess.

Sandra L. Crook
Notary Public, State of Texas



[Handwritten signature]

Norman Lazarus

OK

THE STATE OF TEXAS

§

COUNTY OF HARRIS

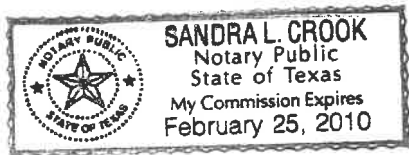
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This instrument was acknowledged before me on the 25 day of MAY, 2006, by Norman Lazarus.

Sandra L. Crook

Notary Public, State of Texas



Ronald J. Wolf
Ronald J. Wolf

26

Laura D. Wolf
Laura D. Wolf

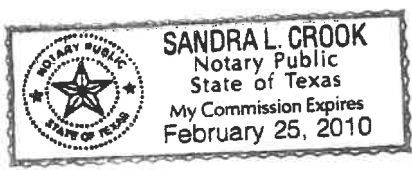
THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 25th day of May, 2006, by
Ronald J. Wolf and wife, Laura D. Wolf.

Sandra L. Crook
Notary Public, State of Texas



Richard Alan Fox

Richard Alan Fox

20x

Karen N. Fox

Karen N. Fox

THE STATE OF TEXAS

§

COUNTY OF HARRIS

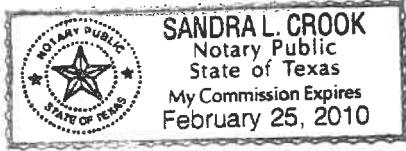
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This instrument was acknowledged before me on the 25th day of May, 2006, by Richard Alan Fox and wife, Karen N. Fox.

Sandra L. Crook

Notary Public, State of Texas

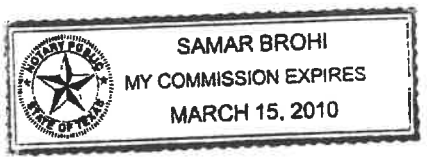


Meera J. Buck
Meera J. Buck

107

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of JUNE, 2006, by Meera J. Buck.



Samar Brohi
Notary Public, State of Texas

James A. Schlindwein
James A. Schlindwein

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Suzanne S. Schlindwein
Suzanne S. Schlindwein

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of MAY, 2006, by James A. Schlindwein and wife, Suzanne S. Schlindwein.

David R. Leist David R. Leist
Notary Public, State of ~~Texas~~ Wisconsin
County of DOOR 5/31/2006

WHEN RECORDED, RETURN TO: TOWN OF SEVASTOPOL

Mark K. Knop, Esq.
Hoover Slovacek, L.L.P.
5847 San Felipe, Suite 2200
Houston, TX 77057
File No. 122399-02

✓

EXHIBIT "A"

**LEGAL DESCRIPTION
1.0464 ACRES**

1cc

A TRACT OR PARCEL CONTAINING 1.0464 ACRES (45,580 SQUARE FEET) OF LAND IN THE JOHN D. TAYLOR SURVEY, ABSTRACT NO. 72, IN HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF HUDSON ON THE BAYOU, SECTION 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 234, PAGE 8 OF THE HARRIS COUNTY MAP RECORDS, ALSO BEING OUT OF THE PLAT OF HUDSON AMENITIES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 248, PAGE 131 OF THE HARRIS COUNTY MAP RECORDS, SAID 1.0464 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE PLATTED CENTER LINE OF BUFFALO BAYOU, AT THE COMMON LINE INTERSECTION OF SAID HUDSON ON THE BAYOU, AND HUDSON AMENITIES SUBDIVISIONS;

THENCE SOUTH 46 DEGREES 32 MINUTES 38 SECONDS WEST, ALONG THE SOUTHEAST LINE OF HUDSON AMENITIES WITH THE PLATTED CENTER LINE OF BUFFALO BAYOU FOR A DISTANCE OF 59.17 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 51 DEGREES 49 MINUTES 16 SECONDS WEST, LEAVING SAID BUFFALO BAYOU FOR A DISTANCE OF 62.92 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE NORTH 34 DEGREES 45 MINUTES 24 SECONDS EAST, FOR A DISTANCE OF 69.25 FEET TO A 5/8 INCH IRON ROD SET IN THE COMMON LINE OF SAID HUDSON ON THE BAYOU AND HUDSON AMENITIES SUBDIVISION;

THENCE NORTH 58 DEGREES 17 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 49.81 FEET TO A CORNER OF BUILDING SITE "A";

THENCE NORTH 68 DEGREES 34 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF BUILDING SITE "A" FOR A DISTANCE OF 140.00 FEET TO A BUILDING CORNER;

THENCE SOUTH 21 DEGREES 26 MINUTES 00 SECONDS EAST, CONTINUING ALONG BUILDING SITE "A" FOR A DISTANCE OF 15.00 FEET TO A BUILDING CORNER;

THENCE NORTH 68 DEGREES 34 MINUTES 00 SECONDS EAST, CONTINUING ALONG THE SOUTH LINE OF BUILDING SITE "A" FOR A DISTANCE OF 205.00 FEET TO A BUILDING CORNER;

THENCE SOUTH 21 DEGREES 26 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 116.26 FEET TO A POINT IN THE PLATTED CENTERLINE OF BUFFALO BAYOU, AND THE SOUTH LINE OF HUDSON ON THE BAYOU SECTION 1, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 63 DEGREES 55 MINUTES 54 SECONDS WEST, ALONG THE PLATTED CENTER LINE OF BUFFALO BAYOU FOR A DISTANCE OF 122.52 FEET TO A POINT FOR CORNER;

THENCE SOUTH 84 DEGREES 16 MINUTES 04 SECONDS WEST, CONTINUING ALONG THE PLATTED CENTER LINE OF BUFFALO BAYOU FOR A DISTANCE OF 85.18 FEET TO A POINT FOR CORNER;

THENCE SOUTH 82 DEGREES 04 MINUTES 16 SECONDS WEST, CONTINUING ALONG THE PLATTED CENTER LINE OF BUFFALO BAYOU FOR A DISTANCE OF 165.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.0464 ACRES OF LAND, MORE OR LESS.

492063.1 MKK 122399 00002 3/9/06

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

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.

JUL - 7 2006



Dorely B. Hayward

COUNTY CLERK
HARRIS COUNTY, TEXAS