

RESTRICTIONS 10/05/83 00000044 J170951 \$ 21.00

BOUDREAU CIVIC ASSOCIATION, INC.

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

THAT BOUDREAU CIVIC ASSOCIATION, INC., a Texas corporation (referred to herein as "BCA, INC." or "The Civic Association") acting herein by and through its duly authorized officers and consisting of all the owners of 302.490 acres of land situated in Harris County, Texas, in the Auguste Seneschal Survey, A-722, and described in Exhibits A, B, and C hereof, which is a nonprofit corporation organized and existing under the laws of the State of Texas, for the purposes of owning, maintaining and regulating the use of common areas, collection of the annual maintenance fee, acting on matters herein delegated to it and enforcing deed restrictions.

BCA, INC. desires to create and carry out a uniform plan for the improvement, development, and maintenance of the various tracts described by BCA, INC. severally by metes and bounds (referred to herein as the "Tracts"), for the benefit of the present and future owners of said Tracts, and for protection of their property values; and, to that purpose, BCA, INC., pursuant to a membership meeting whereby the owners of the land hereinafter described in Exhibits A, B, and C, adopted, established, and imposed the following declarations, reservations, protective covenants, and limitations on all Tracts out of said 302.490 acres; and each contract or deed which may be hereafter executed with regard to any of said Tracts shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

RESTRICTIONS

1. Except for certain specific variations hereinafter provided, each Tract shall be used only for non-commercial, residential and recreational purposes. Tracts described as follows may be used for commercial purposes or any other lawful purpose:

- (a) BEGINNING at the Southeast corner of said 113.767 acre tract; THENCE with the South line of the North half of the Auguste Seneschal Survey, Abstract 722, North 89 deg. 46'12" West 421.20 feet to point for corner; THENCE North 11 deg. 36'27" East 359.53 feet to point in South line of road for corner; THENCE South 70 deg. 45'48" East along the South boundary line of said road 243.76 feet to point for corner; THENCE South 89 deg. 46'12" East 120 feet along said South boundary line of said road to point for corner in the West right-of-way line of Boudreaux Road; THENCE South 0 deg. 16'14" West with the Westerly right-of-way line Boudreaux Road 273.09 feet to PLACE OF BEGINNING containing 2.694 acres, more or less;

- (b) COMMENCING at the Northeast corner of the Auguste Seneschal Survey, Abstract 722, Harris County, Texas, THENCE with the East line of the said Seneschal Survey South 0 deg. 10'25" West 2308.77 feet at an iron pin in the North line of Boudreaux Road for
PLACE OF BEGINNING:
THENCE North 89 deg. 46'12" West 156.69 feet to point for corner of the North line of a new road;
THENCE North 70 deg. 45'48" West 190 feet to point for corner;
THENCE North 19 deg. 14'12" East 150.76 feet with the Easterly boundary line of another new road to a point for corner;
THENCE South 87 deg. 08'24" East 281.34 feet to point for corner;
THENCE South 0 deg. 10'25" West 191.52 feet to
PLACE OF BEGINNING containing 1.3 acres, more or less.

Tracts described as follows may be used for educational or religious facilities:

- (a) BEING 1.060 acres of land out of the North one-half (North ½) of the Auguste Seneschal Survey, Abstract 722, in Harris County, Texas, described by metes and bounds as follows:
BEGINNING at an iron rod set marking the Southeast corner of said 1.060 acre tract, being North 89 deg. 46 minutes 12 seconds West 474.00 feet and North 16 deg. 15 minutes 22 seconds West 184.07 feet from the intersection of the South line of the North half of said Seneschal Survey and the West line of Boudreaux Road (60 feet wide);
THENCE North 75 deg. 41 minutes 52 seconds West 224.97 feet to an iron rod set for corner in the East line of a 60 foot wide public road;
THENCE North 12 deg. 51 minutes 07 seconds East 210.19 feet along the East line of said public road to an iron rod for corner;
THENCE South 70 deg. 45 minutes 48 seconds East 237.63 feet to an iron rod for corner;
THENCE South 16 deg. 15 minutes 22 seconds West 190.00 feet to PLACE OF BEGINNING and containing 1.060 acres of land.
- (b) BEING 1.059 acres of land out of the North one-half (North ½) of the Auguste Seneschal Survey, Abstract 722, in Harris County, Texas, described by metes and bounds as follows:
BEGINNING at an iron rod marking the Southeast corner of said 1.059 acre tract and in the South line of the North half of said Seneschal Survey, being North 89 deg. 46 minutes 12 seconds West 474.00 feet from the intersection of the South line of the North half of said Seneschal Survey and the West line of Boudreaux Road (60 feet wide);
THENCE North 89 deg. 46 minutes 12 seconds West 219.23 feet along the South line of the North half of said Seneschal Survey to an iron rod for corner in the East line of a 60 foot wide public road;
THENCE North 12 deg. 51 minutes 07 seconds East 237.56 feet along the East line of said public road to an iron rod set for corner;
THENCE South 75 deg. 41 minutes 52 seconds East 224.97 feet to an iron rod set for corner;
THENCE North 16 deg. 15 minutes 22 seconds West 184.07 feet to PLACE OF BEGINNING and containing 1.059 acres of land.
Subject to a 30 foot wide easement along South line.

2. Only one single family residence and appurtenances to suburban living shall be created, placed altered or remain on any Tract except as to the commercial tracts above described and no one shall be permitted

to reside in such residence except the members of a single family. The term "single family residence" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding or rooming houses, hotels, or any other multifamily residential use, and shall exclude any and all commercial or professional uses whether from homes, residences or otherwise, and any commercial or business use of any kind is hereby expressly prohibited. No building or structure shall be erected, altered, placed or permitted to remain upon any building site other than the single family dwelling, together with a private garage or carport, servants type quarters, a guest house, a tool shed or workshop, and a barn or building for the housing of animals as permitted below. No metal barns, garages or outbuildings may be erected or maintained without the prior written approval of the Civic Association. No Tract shall be subdivided into smaller Tracts unless such Tract comprises three (3) acres or more, in which case such Tract may be subdivided into two Tracts at the option of the owner thereof, provided, however, that neither resulting tract is less than one (1) acre in size.

Commercial

3. All residences to be constructed after September 1, 1983, must contain at least a minimum of 1500 square feet under roof living area, exclusive of open porches and garages. All residences that were constructed prior to September 1, 1983, or began construction prior to September 1, 1983, must contain at least the minimum living area that is required by previous filed deed restrictions regulating the herein described property. All residences must be built on the site, on a permanent slab foundation, not of modular construction. Exterior walls of all residences must have at least fifty (50) percent brick facing. No tent, trailer or mobile home shall be placed or permitted to remain on any Tract as a place of abode for a greater period of time than three (3) successive days. All improvements shall be constructed with new and attractive materials and of such materials, design and color as to create a pleasant appearance compatible with the surroundings, and must be approved, in writing, by the Civic Association prior to commencement. Plans for all improvements shall be submitted to the Civic Association in duplicate, one copy being retained for the Associations' records. Such approval shall not be withheld if such improvements conform with the requirements of these Restrictions. If improvements have not been substantially started within six (6) months of approval, the plans must be resubmitted for approval. Once started the improvements shall be diligently pursued to completion by the owner.

4. No billboard signs, or other advertising shall be placed upon the property other than one identifying the owner of "For Sale", "For Rent", or "For Lease". These signs shall be of no more than four (4) square feet.

5. No structure shall be erected closer to the road or street on which it fronts than one-third of the total depth of the tract nor closer to any side line than twenty-five (25) feet nor to any rear line than twenty (20) feet. The Boudreaux Civic Association shall have authority to alter the front, side and rear set-back distances when,

in its discretion, it is deemed reasonable and advisable.

6. No noxious or offensive trade or activity shall be permitted on any part of any Tract, and each owner and occupant shall keep their property and the streets adjoining their property clean and free of trash, inoperable cars and machinery and other junk, and shall maintain the improvements in a reasonable good state of repair. Boats, trailers, motorhomes and any clothes drying lines shall be located to the rear of the residence structure in presentable manner and no closer to the side or rear property lines than the permitted distances for structures. Grass shall be mowed frequently to maintain an attractive appearance. Unimproved Tracts shall be mowed at least twice during each year; grass on these Tracts shall not exceed twelve (12) inches in height. Should the owner be negligent in mowing, the Civic Association shall be empowered to hire a mower and to charge the owner for the costs thereof. If such bill is not paid within thirty (30) days of presentation the Civic Association may charge interest on the unpaid balance at eighteen (18) percent per annum or the prime lending rate charged by the Texas Commerce Bank, Houston, plus two (2) percent, whichever is greater. In addition, if the bill plus interest charges remains unpaid for ninety (90) days or more the property shall be subject to foreclosure.

7. No firearms including, but not limited to, air guns, spring loaded weapons, slingshots, rifles, shotguns, and handguns may be discharged within any Tract.

8. No outside toilets shall be installed or maintained. Each dwelling shall be equipped with a properly installed and functioning sanitary septic tank and field lines of sufficient capacity. Drain lines shall be so constructed as not to permit drainage into ditches, lakes or natural water courses. The design, specifications and location of each septic tank and field lines shall be subject to written approval of the Civic Association before installation.

9. No dam, earthen fill or obstruction of any kind shall be constructed or permitted to remain in any creek, water course or drainage course without the prior written consent of the Civic Association and any adjoining Tract owner on whose property the bank-water may flow.

10. Driveways from the access roads into the Tracts shall have installed culverts of not less than eighteen (18) inches in diameter and shall be built up at the connecting point with such access roads so as to prevent erosion of asphalt on the roadbed.

11. No electric fences shall be constructed or remain on or near the outside boundary lines of any Tract. All fencing must be first approved, in writing, by the Civic Association before construction.

12. No hogs shall be kept or allowed to occupy any part of any Tract. Only the following poultry, rabbits, horses or livestock may be kept on a Tract if the owner thereof maintains the facilities therefor in such a way as not to create a nuisance to adjoining owners: Ten (10) chickens, or rabbits per one-half ($\frac{1}{2}$) acres; or one (1) horse

or one (1) cow, or one (1) sheep, or one (1) goat per one-half acre. An owner may have more than one type of the above; but, for example, if an owner has one cow for a half acre, such owner cannot have a sheep for the same half acre. Such poultry, rabbits, horses or livestock shall not be raised as the principal source of income of the owner of the Tract on which such poultry, rabbits, horses or livestock are maintained. However, a child or children of an owner may keep an animal or fowl (not hogs) for any Future Farmers of America or similar organization's project approved by the Civic Association. If, in the sole discretion of the Civic Association, it is deemed to be a benefit and a convenience to the owners of property, commercial stabling and pasturing of horses owned by owners of Tracts or available for such owner's hiring may be permitted upon a specified Tract. Each owner shall provide adequate fencing on all sides of his Tract to contain any poultry, rabbits, horses, livestock or other permitted animals.

13. Commencing in 1984, a maintenance fee of \$30.00 per Tract may be levied and collected each year from each owner, which fee shall be due and payable not later than January 1st of each year after levied, and shall be considered delinquent on January 31st bearing interest thereafter at the rate of 18% per annum, or at the option of the Civic Association shall be secured by a lien upon the Tract for which it is due and subject to foreclosure the same as a default in the payment of any installment of purchase price under the Contract for Deed, or a subsequent Deed of Trust, or by any other procedure of foreclosure of liens afforded by law. The maintenance fee may be increased by a maximum of 15% per annum at the discretion of the Maintenance Committee or by a larger amount by vote of the majority of the eligible voters among the owners exercising their vote, each owner being entitled to one vote for each acre and a fractional vote for a portion thereof that he may own at the time of the voting.

14. The Civic Association is governed by By Laws which are available to all members of the Association. As stated in said By Laws, the rights of membership are subject to the payment of the annual charges (the maintenance fee). Membership rights including voting privileges shall be suspended when the annual charges remain unpaid; but, upon payment of such annual charge or charges and any interest or penalties thereon, membership rights and privileges shall be automatically restored.

15. If any owner acquires two or more Tracts, for all purposes hereunder, excluding the amount of maintenance fee payable, said Tracts of such owner may be considered by such owner as one Tract and the resulting outside boundary lines of the combined Tracts of such owner shall be considered for all purposes hereunder as the outside boundary lines of one Tract affected hereunder. The maintenance fee payable by any owner having more than one tract shall be the full fee for the first Tract plus fifty (50) percent of the single Tract fee for each additional Tract. For example, if an owner possesses three Tracts he must pay two hundred (200) percent of the single Tract maintenance fee. If any owner of a Tract containing three (3) acres or more elects to subdivide such Tract into two tracts as permitted hereinabove, each of the two parcels shall hereupon become a separate Tract for all purposes hereunder.

16. Easements for gas, water, sewer, electric and telephone lines ten (10) feet wide within and adjacent to all lines of each Tract are hereby reserved and retained by the Civic Association for use by any private or public utility company in construction and maintenance of any such lines. BCA, INC. does not represent or promise that all of these utilities can be or will ever be constructed.

17. The Boudreaux Civic Association assumes all obligations of maintaining and regulating the use of common areas.

18. These restrictions shall be binding upon and inure to the benefit of each and every person owning property in said 302.490 acres, their heirs, successors and assigns, and may be enforced by the Boudreaux Civic Association, or any owner of a Tract in said 302.490 acres. The easements for gas, water, sewer, electric, and telephone lines reserved and retained pursuant to Section 17 hereof shall be perpetual and shall continue hereafter even though these restrictions may terminate pursuant to the foregoing provisions.

It is expressly agreed and provided that invalidation of any one or more of the (foregoing) covenants, conditions and restrictions by final judgment shall in no manner affect any of the other remaining covenants, conditions and restrictions, and such remaining covenants, conditions and restrictions shall remain in full force and effect regardless of such invalidation of any one or more of such covenants.

The Boudreaux Civic Association is hereby authorized to amend, modify and supplement any of the terms, conditions and provisions of the foregoing Restrictions and provisions, as the same may have already been amended or modified, by executing and filing for record in the appropriate records of Harris County, Texas, a document containing such amendments, modifications or supplemental provisions. Said Amendments, of any, shall be made by the eligible voting members of the Civic Association on the same basis as described in paragraph 13 above. Said amendment, modification or supplement shall be effective as of the date of the filing for record of such document.

IN WITNESS WHEREOF, these presents have been executed in counterparts, each executed counterpart to have the full force and effect of an original, this 30th day of September, 1983.

ATTEST:

Bonda P. Killeen
SECRETARY

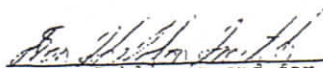
BOUDREAUX CIVIC ASSOCIATION, INC.

BY: Duane W. Lopez
PRESIDENT

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Dwayne Prejean, President of BOUDREAUX CIVIC ASSOCIATION, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of September, 1983.



Notary Public in and for the State
of T E X A S
My Commission expires: 3/3/1985

DON SHELDON SMITH

(Print or stamp name of Notary)



After Recording Return to:
Don Sheldon Smith
620 West Main
Tomball, Texas 77375

EXHIBIT "A"

BEGINNING at an iron pin in the West line of the original tract, bought by BRD, INC., being also the West line of the August Seneschal Survey A-722 at a point S 0°07'49"W, 854.25 ft. from the Northwest corner of the Seneschal Survey;

THENCE with the center of a creek N 37°12'30" E, 339.29 ft.; N 43°40'E, 225.68 ft.; N 71°20'E, 82.35 ft.; S 84° 57' E, 211.74 ft.; S 79°33'E, 167.32 ft.; N 84° 46'E, 55.22 ft.; N 74°17'E, 166.28 ft.; S 71°50'E, 126.53 ft.; N 82°16'30" E, 131.06 ft.; N 61° 05'E, 349.84 ft. to a point in the West line of the road;

THENCE with said road S 1°56'36"W, 531.87 ft.; S 5°01' W, 171.70 ft. to a point;

THENCE N 82°08'58" E, 315.23 ft. to an iron pin;

THENCE S 3°30'E, 314.80 ft. to an iron pin;

THENCE S 15°57'45" E, 1061.28 ft. to an iron pin in the North line of a road;

THENCE S 47°11'55"W, 117.16 ft. to a point in the South line of the road;

THENCE S 0°13'20" W, 291.43 ft. to an iron pin in the South line of the North half of the Section;

THENCE with said line N 89°46'12"W, 2093.05 ft. to an iron pin in the West line of the Seneschal Survey;

THENCE with said line N 0°07'49" E, 1748.50 ft. to the point or place of beginning containing 95.172 acres of land.

EXHIBIT "B"

BEGINNING at an iron pin in the South line of the North half of the Auguste Seneschal Survey A-722 at a point S 89°46'12"E, 2093.05 ft. from the Southwest corner of said North half;

THENCE with the East line of 95.172 acres known as BRD, Inc., Section 1 N 0°13'20"E, 291.43 ft.;

N 47°11'55" E, 117.16 ft.;

N 15°57'45" W, 1061.28 ft.;

N3°30'W, 314.80 ft.;

S 82°08'58"W, 315.23 ft.;

N 5° 01' E, 171.70 ft.;

N 1°56'36" E, 780.41 ft. to an iron pin in the North line of the original tract conveyed to BRD, INC.;

THENCE with said line N 89°54'49" E, 623.04 ft.;

S 89° 57'27" E, 369.05 ft. to the center line of a pipe line easement;

THENCE with the center line of said pipe line easement S 32°39'20"E, 2139.47 ft. to an iron pin;

THENCE S 1°45'15" W, 60.05 ft. to an iron pin;

THENCE S 70° 45' 48" E, 100.00 ft. to an iron pin;

THENCE S 18°20'36" W, 194.85 ft. to an iron pin;

THENCE S 69°49'13" E, 188.24 ft. to an iron pin in the center line of a pipe line easement;

THENCE S 34° 00'28" E, 577.67 ft. to an iron pin in the South line of the North half of Seneschal Survey;

THENCE with said line N 89°46'12" W, 2182.80 ft. to the point or PLACE OF BEGINNING containing 93.551 acres of land.

060-96-1353

EXHIBIT "C"

BEGINNING at an iron pin in the South line of the North half of the Auguste Seneschal Survey A-722 at a point S 89°46'12" E, 4275.85 ft. from the Southwest corner of said North half;

THENCE with the East line of 93.551 acres known as BRD, INC. Section II N 34°00'28" W, 577.67 ft.;

N 69°49'13" W, 188.24 ft.;

N 18°20'36" E, 194.85 ft.;

N 70°45'48" W, 100.00 ft.;

N 1°45'15"E, 60.05 ft.;

N 32°39'20" W, 2139.47 ft. to an iron pin in the North line of the BRD tract;

THENCE with said line S 89°57'27" E, 1964.70 ft.;

S 88°20'24" E, 94.58 ft.;

S 84°11'53" E, 16.22 ft.;

N 89°50'07" E, 55.64 ft.;

N 88°03'05" E, 600.26 ft. to the original Northeast corner;

THENCE with the East line of the Seneschal Survey S 0°10'25" W, 2308.77 ft. to an iron pin in the North line of Boudreaux Rd.;

THENCE N 89°46'12" W, 40.69 ft. to a corner of said road;

THENCE with the West line of Boudreaux Road S 0°16'14" W, 333.09 ft. to an iron pin in the South line of the North half of the Seneschal Survey;

THENCE with said line N 89°14'12" W, 996.20 ft. to the point or PLACE OF BEGINNING containing 113.767 acres of land.

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 stated hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

OCT 5 1983



Janice Rodden
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
OCT 5 9 00 AM 1983
Janice Rodden
COUNTY CLERK
HARRIS COUNTY, TEXAS

AMENDMENT TO RESTRICTIONS 11/09/84 00313060 J773263 \$ 5.00
 BOUDREAUX CIVIC ASSOCIATION, INC.

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

THAT BOUDREAUX CIVIC ASSOCIATION, INC., a Texas corporation acting herein by and through its duly authorized officers and consisting of all the owners of 302.490 acres of land situated in Harris County, Texas, in the Auguste Seneschal Survey, A-722, being the land placed under restrictions by instrument dated September 30, 1983, and recorded on or about October 5, 1983, in the Real Property Records of Harris County, Texas, Clerk's File No. J170951, to which reference is here made for all intents and purposes, wish to amend and modify the prior Restrictions in the following respects and particulars:

1. RESTRICTIONS 1 (page 2) "Tracts described as follows may be used for educational or religious facilities" as filed shall be changed to read in its entirety:

(a) BEING 1.060 acres of land out of the North one-half (North ½) of the Auguste Senechal Survey, Abstract 722, in Harris County, Texas, described by metes and bounds as follows:

BEGINNING at an iron rod set marking the Southeast corner of said 1.060 acre tract, being North 89 deg. 46 minutes 12 seconds West 474.00 feet and North 16 deg. 15 minutes 22 seconds East 184.07 feet from the intersection of the South line of the North half of said Senechal Survey and the West line of Boudreaux Road (60 feet wide);
 THENCE North 75 deg. 41 minutes 52 seconds West 224.97 feet to an iron rod set for corner in the East line of a 60 foot wide public road;
 THENCE North 12 deg. 51 minutes 07 seconds East 210.19 feet along the East line of said public road to an iron rod for corner;
 THENCE South 70 deg. 45 minutes 48 seconds East 237.63 feet to an iron rod for corner;
 THENCE South 16 deg. 15 minutes 22 seconds West 190.00 feet to PLACE OF BEGINNING and containing 1.060 acres of land.

(b) BEING 1.059 acres of land out of the North one-half (North ½) of the Auguste Senechal Survey, Abstract 722, in Harris County, Texas, described by metes and bounds as follows:

BEGINNING at an iron rod marking the Southeast corner of said 1.059 acre tract and in the South line of

099-86-0537.

the North half of said Senechal Survey, being North 89 deg. 46 minutes 12 seconds West 474.00 feet from the intersection of the South line of the North half of said Senechal Survey and the West line of Boudreaux Road (60 feet wide);

THENCE North 89 deg. 46 minutes 12 seconds West 219.23 feet along the South line of the North half of said Senechal Survey to an iron rod for corner in the East line of a 60 foot wide public road;

THENCE North 12 deg. 51 minutes 07 seconds East 237.56 feet along the East line of said public road to an iron rod set for corner;

THENCE South 75 deg. 41 minutes 52 seconds East 224.97 feet to an iron rod set for corner;

THENCE South 16 deg. 15 minutes 22 seconds West 184.07 feet to PLACE OF BEGINNING and containing 1.059 acres of land.

Subject to a 30 foot wide easement along South line.

In all other respects, the original Restrictions hereinbefore referred to shall remain valid and effective.

EXECUTED this 17th day of October, 1984.

ATTEST:

Frank B. Dallas
Secretary

BOUDREAUX CIVIC ASSOCIATION, INC. *for*

BY: *Dwayne Prejean*
DWAYNE PREJEAN, President

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Dwayne Prejean, President of BOUDREAUX CIVIC ASSOCIATION, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of October, 1984.

Don Sheldon Smith
DON SHELDON SMITH, Notary Public
STATE OF T E X A S
My commission expires 3/3/85



RECORDING RETURN TO:

DON SHELDON SMITH

M476327

166-78-1914

THE STATE OF TEXAS *
COUNTY OF HARRIS *

01/12/89 10:30 AM M476327 1 1.00

THIRD AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, BRD, Inc., as Declarant, filed for record Restrictive Covenants for Boudreaux Estates, Sections 1, 2, and 3, in the Real Property Records of Harris County, Texas, under Clerk's File Nos. F056755, F497155, and F497154, respectively; and

WHEREAS, the Boudreaux Civic Association was authorized to amend, modify and supplement any of the terms, conditions and provisions of the foregoing Restrictions and provisions; and

WHEREAS, the Restrictions were amended by the Boudreaux Civic Association, Inc. on September 30, 1983 and filed for record in the Real Property Records of the Harris County Clerk's office on October 5, 1983 under Clerk's File No. J170951 and Film Code No. 060-96-1344 and on October 17, 1984 and filed for record in the Real Property Records of Harris County, Texas on November 9, 1984 under Clerk's File No. J773263 and Film Code No. 099-86-0536; and

WHEREAS, at a meeting held on December 21, 1989, the following amendments were proposed and approved by Boudreaux Civic Association, Inc. and by a vote of the majority of the eligible voters among the owners exercising their vote, each owner being entitled to one vote for each acre and a fractional vote for a portion thereof that he may own at the time of the voting;

Now, therefore, the following amendments are, upon recording of this document, hereby made effective:

I.

Article 13 is deleted and this new Article 13 inserted in its place:

- "A. 1. Commencing on January 1, 1990, a maintenance fee of up to \$100.00 per tract may be levied and collected each year from each owner, which fee shall be due and payable not later than January 1 of each

year, including 1990, and shall be considered delinquent on the 31st day of January bearing interest thereafter at the rate of 18% per annum, and which with any special assessment, mowing assessment, interest, cost and attorney's fees shall be secured by a lien upon the tract for which it is due and subject to foreclosure the same as a default in the payment of any installment of purchase price under a contract for deed or a deed of trust, or by any other procedure for foreclosure of liens afforded by law, including, but not limited to, nonjudicial foreclosure in accordance with Article 51.002 of the Texas Property Code, as it shall be amended from time to time or recodified.

2. Beginning on January 1, 1992, the maintenance fee may increased by a maximum of 15% per annum at the discretion of the Board of Directors of the Civic Association or by a larger amount by a vote of a majority of the eligible voters among the owners exercising their vote, each owner being entitled to one vote or a fraction thereof for each lot that maintenance fees or a fraction thereof are paid at the time of the voting.

- B. Notwithstanding any other provision of these Restrictions or the Bylaws, all votes to be taken by the members of the Civic Association shall be on the basis of one vote per lot times that proportion of the maintenance assessment being paid on the lot. For instance, a person owning one lot who pays 100% of the maintenance fee will be entitled to one vote. A person owning two lots who pays 100% of the maintenance fee on the first lot and 60% of the maintenance fee on the second lot, shall be entitled to 1.60 votes."

II.

Paragraph 15 of the Restrictions is hereby amended so that the maintenance fee payable by any owner having more than one tract shall be the full fee for the first tract, plus 60% of the single tract fee for each additional tract. For example, if an owner possesses 3 tracts, he must pay 220% of the single tract maintenance fee.

III.

The following new paragraph No. 19 is hereby added to the Restrictions: "19. In the event that the Association finds it necessary to institute suit against any property owner or occupant of any property, or if suit is instituted by any property owner or occupant of any property against the

166-78-1916

Association, it's officers, directors, volunteers, or employees, whether by way of original action, intervention, cross claim, or counter claim, if the Association, its officers, directors, volunteers, or employees prevail, then the attorney's fees, expense of litigation, and costs of court, expended by the Association, shall be a special assessment upon the property of the owner whose act or whose occupant's act caused the Association to institute the suit, or instituted the suit against the Association, its officers, directors, volunteers, or employees and shall be added to the amount of the assessments set out in paragraph 13 above and secured by the lien against the property and foreclosable in the manner set out above."

All the other Restrictions and Bylaws of the Association, except to the extent previously amended or amended above and not in conflict with the above, are hereby ratified.

In witness whereof, Boudreaux Civic Association, Inc. has caused this document to be executed on the 11th day of January, 1990.

BOUDREAUX CIVIC ASSN., INC.

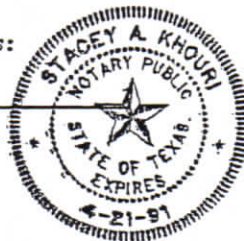
By: Brenda Tolleson
President
BRENDA TOLLESON

THE STATE OF TEXAS *
COUNTY OF HARRIS *

This instrument was acknowledged before me on the 11th day of January, 1990 by BRENDA TOLLESON, President of Boudreaux Civic Association, Inc., a Texas corporation, on behalf of said corporation.

Stacey A. Khouri
Notary Public in and for the
State of Texas

My Commission Expires:



Prepared in the Offices of
and Return to:

Schimmel & Associates, P. C.
8300 Bissonnet, Suite 170
Houston, Texas 77074

AMENDMEN: Boudreaux/the

FILED FOR RECORD
8:30 A.M.

JAN 16 1990

Quinta Proschauer
County Clerk, Harris County, Texas

PO242

117-44-1409

PO24208

12/31/92 001-7265 P024208 4 13.00

Amended

FOURTH AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, BRD, INC., as Declarant, filed for record Restrictive Covenants for Boudreaux Estates Sections 1, 2, and 3, in the Real Property Records of Harris County, Texas, under Clerk's file Nos. F056755, F497155, and F497154, respectively; and

WHEREAS, the Boudreaux Civic Association, Inc, acting by and through its membership, was authorized to amend, modify, and supplement any of the terms, conditions, and provisions of the foregoing Restrictions; and

WHEREAS, the Restrictions were amended by Boudreaux Civic Association, Inc. on September 30, 1983, which amendment was filed for record among the Real Property Records of Harris County, Texas on October 5, 1983, under Clerk's File No. J170951, Film Code No. 060-96-1344, et. seq.7 and

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WHEREAS, the Restrictions were further amended by the Boudreaux Civic Association, Inc. on October 17, 1984, which amendment was filed for record among the Real Property Records of Harris County, Texas, on November 9, 1984, under Clerk's File No. J773263, Film Code No. 099-86-0536, et. seq.; and

WHEREAS, the restrictions were further amended by the Boudreaux Civic Association, Inc. on December 21, 1989, which amendment was filed for record among the Real Property Records of Harris County, Texas on January 16, 1990, under Clerk's File No. M476927, Film Code No. 166-78-1914, et. seq.; and

WHEREAS, on the 1st day of December, 1992, the following amendments were proposed and approved by the Boudreaux Civic Association, Inc., by a vote of the majority of the eligible voters among the owners in the Boudreaux Estates subdivision exercising their vote, each owner being entitled to one vote per lot times that proportion of the maintenance assessment being paid on the lot.

NOW, THEREFORE, the following amendments are, after recording of this document, hereby made effective:

I.

Article 3 of the Restrictions is hereby amended as follows:

All residences constructed after December 1, 1992 must contain at least 2,000 square feet under roof living area, exclusive of open porches and garages. All two (2) story or other types of multi level residences must contain at least a minimum 1,200 square feet under roof living area, exclusive of open porches and garages, on the ground floor, and at least 2,000 square feet, total, under roof living area, exclusive of open porches and garages. Residences constructed prior to December 1, 1992, or those that began construction before December 1, 1992 must contain at least the minimum living area and/or brick masonry that is required by the Restrictions for the Boudreaux Estates subdivision immediately prior to this amendment.

II.

The Fourth (4th) sentence of Article 3 of the Restrictions is hereby deleted and the following five (5) sentences are inserted in its place:

Exterior walls of all residences must have at least 50% brick masonry construction, or 50% construction of stone masonry or rock products that are approved by the Board of Directors of the Boudreaux Civic Association, Inc. The calculation for determination whether a structure meets the required 50% percentage of brick, stone, or rock masonry will be conducted as follows: exterior square footage allocated for windows and doors will be subtracted from the total square footage of exterior wall space, including the square footage of exterior wall space for a garage which is attached to the house. If the remaining square footage consists of 50% brick, stone, or rock masonry, it meets the requirements of this section. To qualify as an attached garage, the garage must share one or more exterior walls with the main residence.

III.

The seventh (7th) sentence of Article 3 of the Restrictions is hereby deleted and the following three (3) sentences are substituted in its place:

Plans for all improvements shall be submitted to the Board of Directors of the Boudreaux Civic Association, Inc. in duplicate, one copy being retained for the Association's records. Plans for residential structures must be submitted in compliance with the Boudreaux Civic Association, Inc.'s standard architectural guidelines as they may be adopted or changed by the Board of Directors for the Boudreaux Civic Association, Inc. from time to time, and must include dimensions and elevations which specifically show placement and location of masonry, exterior walls, windows, doors, all exterior improvements and all interior improvements. If construction has not been substantially started within six months of approval, the plans must be resubmitted for approval.

IV.

The tenth (10th) or last sentence of Article 3 of the Restrictions is hereby deleted, and the following sentence is hereby substituted in its place:

Once started, improvements shall be diligently pursued to completion by the owner, with exterior completion occurring no later than six (6)

977-44-1417

months after commencement of construction, and interior completion occurring within one (1) year after commencement of construction.

V.

The following sentence shall be added to the end of Article 3 of the Restrictions:

No garage, barn, shed or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

VI.

The following two sentences shall be added to Article 3 of the Restrictions:

All residences constructed after December 1, 1992 must have as a minimum, a two car garage with a maximum of a four car garage. All residences constructed after December 1, 1992 must have installed culverts and a driveway constructed of shell, rock, asphalt, concrete, paving stone, or similar product (provided same has been approved in advance by the Board of Directors of the Boudreaux Civic Association, Inc.), but in no event shall the driveway consist of grass and/or dirt.

VII.

The following five (5) sentences shall be added to Article 3 of the Deed Restrictions:

All construction on or improvements to any lot, tract, or residence on any of the properties subject to these restrictions, including, but not limited to, all construction or improvements to homes, garages, outbuildings, fences, or other types of modifications shall be approved in writing by the Boudreaux Civic Association, Inc. prior to commencement of construction. Failure to obtain the written approval of the Boudreaux Civic Association, Inc. will require that the structure be torn down if approval is not obtained. Additionally, failure to obtain written approval of the Boudreaux Civic Association, Inc. prior to commencement of construction will result in a liquidated damages assessment of \$50.00 per day. The liquidated damages assessment of \$50.00 per day shall be levied against an offending owner for each day that the owner is in violation of this restriction requiring approval of the association prior to commencement of construction. The liquidated damages provided for in this paragraph shall be added to the amount of assessments chargeable to the owner and set forth in paragraph 13 of these Restrictions, secured by the lien created in paragraph 13 of these restrictions, which lien shall be forecloseable in the same manner set forth in the restrictions.

VIII.

The following paragraph is hereby added to Article 6 of the Restrictions:

All tracts shall be kept free of excess brush, and other growth that will hinder mowing of the property. Moreover, all owners shall regularly inspect their property to remove any potential safety hazards that will hinder mowing of the property. Should a property owner be negligent in removing excess brush or other growth that prevents mowing of the property, or should the property owners allow or cause a safety hazard on the premises that interferes with mowing of the property, the Boudreaux Civic Association, Inc. and its agents, assigns, contractors, employees, and or successors shall be allowed to

enter upon said property and clear the tract of excess brush, growth, or safety hazards, and charge the owner for the cost of such clearing. In carrying out the dictates of this paragraph, the Boudreaux Civic Association, Inc. shall not be allowed to remove all growth or trees from a particular piece of property, but shall only be allowed to remove brush, trees and other growth necessary to control fire, snake, rodent, and other hazards which might otherwise exist. The charge for clearing a particular lot assessed in accordance with this paragraph shall be added to the amount of the assessment chargeable to the owner and lot set out in paragraph 13 of the Restrictions, secured by the lien created in paragraph 13 of the restrictions, which lien shall be forecloseable in the same manner provided for in the restrictions.

IX.

The following paragraph "C" is hereby added to Article 13 of the Deed Restrictions:

- C. Effective January 1, 1993 a late fee of \$25.00 per annum, per lot, shall be charged to any owner and lot that has an unpaid balance for maintenance fees, special assessments, mowing assessments, interest, costs, attorney's fees, or any other charges authorized by the Declaration that have not been paid as of the last day of February of any calendar year. The late fees shall be added to the amount of the assessments chargeable to the owner and lot provided for in paragraph 13 of the Restrictions, secured by the lien created in paragraph 13 of the restrictions, which lien shall be forecloseable in the same manner set forth in the Restrictions.

X.

The following paragraph D is hereby added to Article 13 of the Deed Restrictions:

- D. Effective January 1, 1993 a transfer fee of \$50.00 per lot shall be assessed, at the time of transfer of said lot, to the purchaser or new owner of said lot. The transfer fee shall not be charged for refinance transactions which do not involve a change in ownership of a particular lot. Beginning January 1, 1995, the transfer fee may be increased by a maximum of 15% per annum at the discretion of the Board of Directors of the Boudreaux Civic Association, Inc., or by an amount greater than 15% per annum if said increase in transfer fee is approved by a vote of the majority of the eligible voters in the Boudreaux Estates subdivision in accordance with the procedure set forth in paragraph 13 of the Restrictions. The transfer fee provided for in this paragraph shall be added to the amount of assessments chargeable to the owner and lot set out in paragraph 13 of the Restrictions, secured by the lien created in paragraph 13 of the Restrictions, which lien shall be forecloseable in the same manner set forth in the Restrictions.

All other Restrictions, Amendments to Restrictions, and Bylaws of the Boudreaux Civic Association, Inc. and Boudreaux Estates subdivision, except to the extent previously amended or amended above, and not in conflict with the above, are hereby ratified.

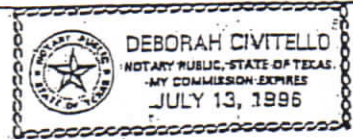
In witness whereof, the Boudreaux Civic Association, Inc. has caused this document to be executed on this the 31st day of December, 1992.

BOUDREAUX CIVIC ASSOCIATION, INC.
By: Thomas D. Richardson
President: Thomas D. Richardson

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of December, 1992 by Thomas D. Richardson, President of Boudreaux Civic Association, Inc, on behalf of said Association.

Deborah Civitello
Notary Public in and for the State of Texas
My Commission Expires:



After Filing Return To:
Schimmel & Associates, P.C.
7822 Southwest Freeway Suite 825
Houston, TX 77074

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

DEC 31 1992
Quita Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS



FILED
92 DEC 31 PM 1:05
Quita Roddenberry
COUNTY CLERK
HARRIS COUNTY, TEXAS

FIFTH AMENDMENT TO RESTRICTIVE COVENANTS

02/23/95 00000180 R280559 \$ 15.00

WHEREAS, BRD, INC., as Declarant, filed for record Restrictive Covenants for Boudreaux Estates Sections 1, 2, and 3, in the Real Property Records of Harris County, Texas under Clerk's File Nos. F056755, F497155, and F497154, respectively; and

WHEREAS, the Boudreaux Civic Association, Inc., acting by and through its membership, was authorized to amend, modify, and supplement any of the terms, conditions, and provisions of the foregoing Restrictions; and

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WHEREAS, the Restrictions were amended by Boudreaux Civic Association, Inc. on September 30, 1983, which amendment was filed for record among the Real Property Records of Harris County, Texas on October 5, 1983, under Clerk's File No. J170951, Film Code No. 060-96-1344, et. seq.; and

WHEREAS, the Restrictions were further amended by the Boudreaux Civic Association, Inc. on October 17, 1984, which amendment was filed for record among the Real Property Records of Harris County, Texas, on November 9, 1984, under Clerk's File No. J773263, Film Code No. 099-86-0536, et. seq.; and

WHEREAS, the Restrictions were further amended by the Boudreaux Civic Association, Inc. on December 21, 1989, which amendment was filed for record among the Real Property Records of Harris County, Texas, on January 16, 1990, under Clerk's File No. M476927, Film Code No. 166-78-1914, et. seq.; and

WHEREAS, the Restrictions were further amended by the Boudreaux Civic Association, Inc. on December 1, 1992, which amendment was filed for record among the Real Property Records of Harris County, Texas, on December 31, 1992, under Clerk's File No. P024208, Film Code No. 117-44-1409, et. seq.; and

WHEREAS, on the 21st day of September, 1994, the following amendments were proposed and approved by the Boudreaux Civic Association, Inc., by a vote of the majority of the eligible voters among the owners of the Boudreaux Estates subdivision exercising their vote, each owner being entitled to one vote for each acre of a living unit or lot and a fractional vote for each fraction of an acre thereof as shown by the records of the corporation;

NOW THEREFORE, the following amendments are, upon recording of this document, hereby made effective:

I.

The sentence following below shall be added to Restriction Number 12 immediately following the fourth sentence:

The numbers shown apply to each one-half ($\frac{1}{2}$) acre in a tract, provided, that if the final area shall be at least (80%) of one-half ($\frac{1}{2}$) of one acre unit, it shall be counted as a full unit.

II.

The definition of livestock contained in Restriction Number 12 will be amended to include the following:

Two (2) Ratite, which includes Emu, Rhea, and Ostriches.

III.

The definition of livestock in Restriction Number 12 shall further be amended to include the following:

That One (1) purebred household Potbellied Pig could be maintained in the Subdivision.

IV.

The fifth (5th) sentence of Restriction Number 12 is hereby deleted and the following sentence is hereby inserted in its place:

Nothing contained herein shall prevent a resident from keeping any other animal, fowl or hogs for any FFA or similar organizations project approved by the Civic Association, provided that such animal or fowl may be maintained for a duration not to exceed six (6) months, unless further approval is sought and given.

V.

The sixth (6th) sentence of Restriction Number 12 is deleted and the following three (3) sentences are inserted in its place:

An owner of a property may stable or pasture any livestock commercially providing that such activity is not the principal or primary source of income for such owner and the owner of such property provides adequate fencing on all sides. An owner may lease a tract of land for maintaining animals providing the animals are physically housed on the property and the property is properly fenced on all sides of said tract. The owner shall maintain adequate housing not only to protect such animals being so maintained, but to prevent their existence from becoming a nuisance to either the adjoining property owners or the Subdivision.

All other Restrictions, Amendments to Restrictions, and Bylaws of the Boudreaux Civic Association, Inc. and Boudreaux Estates Subdivision, except to the extent previously amended or amended above, and not in conflict with the above, are hereby ratified.

In witness whereof, the Boudreaux Civic Association, Inc. has caused this document to be executed on this the 10th day of February, 1995.

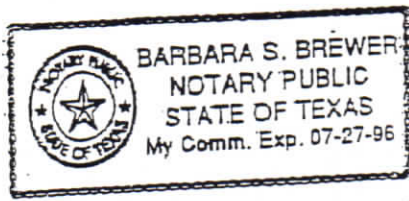
BOUDREAUX CIVIC ASSOCIATION, INC.

By: Connie Gregory
President: Connie Gregory

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME on the 10th day of February, 1995., by Connie Gregory, President of Boudreaux Civic Association, Inc., on behalf of said Association.



Barbara S. Brewer
Notary Public - State of Texas

Printed Name of Notary

My Commission Expires:

Prepared at:

The Law Offices of Thomas A. Adams, III
P.O. Box 127
Katy, Texas 77492-0127

After filing return to:

The Law Offices of Thomas A. Adams, III
P.O. Box 127
Katy, Texas 77492-0127

Connie R. Kaufman
PROPERTY CLERK

95 FEB 23 AM 9:56

FILED

RS17166

507-42-0700

Amend

SIXTH AMENDMENT TO RESTRICTIVE COVENANTS

01/06/90 1001AM17 : R 017166 \$17.00

WHEREAS, BRD, INC., as Declarant, filed for record Restrictive Covenants for Boudreaux Estates Sections 1, 2, and 3, in the Real Property Records of Harris County, Texas under Clerk's File Nos. F056755, F497155, and F497154, respectively; and

lee

WHEREAS, the Boudreaux Civic Association, Inc., acting by and through its membership, was authorized to amend, modify, and supplement any of the terms, conditions, and provisions of the foregoing Restrictions; and

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WHEREAS, the Restrictions were amended by Boudreaux Civic Association, Inc. on September 30, 1983, which amendment was filed for record among the Real Property Records of Harris County, Texas on October 5, 1983, under Clerk's File No. J170951, Film Code No. 060-96-1344, et. seq.; and

WHEREAS, the Restrictions were further amended by the Boudreaux Civic Association, Inc. on October 17, 1984, which amendment was filed for record among the Real Property Records of Harris County, Texas, on November 9, 1984, under Clerk's File No. J773263, Film Code No. 099-86-0536, et. seq.; and

WHEREAS, the Restrictions were further amended by the Boudreaux Civic Association, Inc. on December 21, 1989, which amendment was filed for record among the Real Property Records of Harris County, Texas, on January 16, 1990, under Clerk's File No. M476927, Film Code No. 166-78-1914, et. seq.; and

Sixth Amendment to Restrictive Covenants

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507-42-0701

WHEREAS, the Restrictions were further amended by the Boudreaux Civic Association, Inc. on December 1, 1992, which amendment was filed for record among the Real Property Records of Harris County, Texas, on December 31, 1992, under Clark's File No. P024208, File Code No. 117-44-1409, et. seq.; and

WHEREAS, the Restrictions were further amended by the Boudreaux Civic Association, Inc. on September 21, 1994, which amendment was filed for record among the Real Property Records of Harris County, Texas, on February 23, 1995, under Clark's File No. R280559, File Code No. 502-87-2191, et. seq.; and

WHEREAS, on the 18th day of November, 1995 the following amendments were proposed and approved by the Boudreaux Civic Association, Inc., by vote of the majority of the eligible voters among the owners of the Boudreaux Estates Subdivision exercising their vote, each owner being entitled to one vote for each acre of a living unit or lot and a fractional vote for each fraction of an acre thereof as shown by the record of the corporation;

NOW THEREFORE, the following amendments are, upon recording this document hereby made effective:

I.

The fourth sentence, Article 3 of the restrictions, as amended by the Boudreaux Civic Association, Inc. on December 1, 1992 which was filed for record among the Real Property Records of Harris County, Texas on December 31, 1992 is replaced by the following sentence and shall become an amendment to Article 3 of the

507-42-0702

restrictions and covenants of the Boudreaux Civic Association,
Inc.:

With the sole exception of residences constructed of logs (log homes) as hereinafter described exterior walls of all residences must have at least fifty percent (50%) brick masonry construction, or fifty percent (50%) construction of stone masonry or rock products that are approved by the Board of Directors of the Boudreaux Civic Association, Inc.

II.

Following the eighth sentence of Article 3 of the Restrictions as amended by the Boudreaux Civic Association, Inc. on December 1, 1992 which amendment was filed for record among the Real Property Records of Harris County, Texas on December 31, 1992 the following eight sentences are added and become a part of Article 3 of the Covenants and Restrictions of the Restrictive Covenants for Boudreaux Estates:

Log homes shall be permitted in the Boudreaux Estates Subdivision and the requirement that the exterior walls of all residences must have at least fifty percent (50%) brick masonry construction or fifty percent (50%) construction of stone, masonry or rock products shall not be applicable to any log homes constructed in the Boudreaux Estates Subdivision. No log home constructed in the Boudreaux Estates Subdivision shall be constructed, erected, brought onto or maintained upon any lot in the Boudreaux Estate Subdivision unless and until the construction plans, specifications and drawings (showing the front elevation and other details required by the Board of Directors of the Boudreaux Civic Association, Inc.) and the type, size and color of the logs to be used in the construction of the log home have been approved, in writing, by the Board of Directors of the Boudreaux Civic Association, Inc. The Board of Directors of the Boudreaux Civic Association, Inc. may require that actual samples of the logs to be used in the construction of any log home be submitted to and approved in writing by the Board of Directors of the Boudreaux

Fourth Amendment to Restrictive Covenants

507-42-0703

Civic Association, Inc. prior to the commencement of any construction or erection of a log home in the Boudreaux Estates Subdivision. It is specifically provided that the logs on/in any log home constructed in the Boudreaux Estates Subdivision shall not be less than six inches (6") outside diameter (O.D.) in width. Any log home constructed in the Boudreaux Estates Subdivision shall comply with the minimum dwelling size, setback requirements and all other applicable restrictions of record. The log home dealer, manufacturer, contractor or builder (as the case may be) shall be approved in writing by the Board of Directors of the Boudreaux Civic Association, Inc. prior to the homeowner/member entering into any contract for the construction of a log home in the Boudreaux Estates Subdivision. The Board of Directors of the Boudreaux Civic Association, Inc., in its sole and absolute discretion, is hereby permitted to approve or disapprove any such log home dealer, manufacturer, contractor or builder. Except as specifically provided herein, all other provisions of Article 3 of the Restrictions shall remain in full force and effect.

All other restrictions, amendments to restrictions, and by-laws of the Boudreaux Civic Association, Inc. and Boudreaux Estates Subdivision, except to the extent previously amended or amended above, and not in conflict with the above, are hereby ratified.

In witness whereof, the Boudreaux Civic Association, Inc. has caused this document to be executed on this the 27 day of February, 1996.

BOUDREAUX CIVIC ASSOCIATION, INC.

BY: Cornie Gregory
CORNIE GREGORY, PRESIDENT

la

507-42-0704

THE STATE OF TEXAS §
COUNTY OF HARRIS §

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME on this the
27 day of February, 1996, Connie Gregory, President of Boudreaux
Civic Association, Inc. on behalf of said Association.

(S E A L)



Nancy Gonzalez
Notary Public - State of Texas

Nancy Gonzalez
Printed Name of Rotary

My Commission Expires: *4/12/98*

Prepared at The Law Offices of
Thomas A. Adams, III

After Filing Return To:
The Law Offices of
Thomas A. Adams, III
P.O. Box 127
Katy, Texas 77452-0127

FILED FOR RECORD
8:00 AM

MAR 6 1996

Barbara A. Ferguson
County Clerk, Harris County, Texas

ANY PERSON WHOSE NAME APPEARS ON THIS INSTRUMENT IS DEEMED TO HAVE BEEN ADVISED BY THE CLERK OF THE COUNTY CLERK OF THE STATE OF TEXAS THAT THIS INSTRUMENT IS SUBJECT TO THE PUBLIC RECORDS ACT OF THE STATE OF TEXAS. THE INSTRUMENT IS SUBJECT TO THE PUBLIC RECORDS ACT OF THE STATE OF TEXAS. THE INSTRUMENT IS SUBJECT TO THE PUBLIC RECORDS ACT OF THE STATE OF TEXAS.

MAR 6 1996



Barbara A. Ferguson
COUNTY CLERK
HARRIS COUNTY TEXAS