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## AMENDED AND RESTATED TO DEED RESTRICTIONS

## PINE COUNTRY OF TOMBALL - SECTION TWO

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THE STATE OF TEXAS

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## COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PCOT Investments, Inc., as "Owner" or "Developer", has caused to be filed for record those certain Pine Country of Tomball Subdivision - Section II Restrictions, in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 20100138121 of the Real Property Records of Harris County, Texas, and amended by instrument recorded under Clerk's File No. 20110326626 of the Real Property Records of Harris County, Texas, for the purposes of creating and carrying out a uniform plan for improvements, development and sale of all of the Lots contained within Pine Country of Tomball Subdivision - Section Two, as shown on the map or plat thereof recorded under Film Code No. 628282, File No. 20090129126, of the Map Records of Harris County, Texas (the "Subdivision") as set forth therein, and to which reference is hereby made for all purposes (herein referred to as the "Restrictions"); and

WHEREAS, paragraph 1 of the Restrictions permits seventy-five percent (75%) of the 68 lot owners in Pine Country of Tomball Subdivision - Section Two, to amend the Restrictions;

NOW, THEREFORE, in accordance with paragraph 1 of the Restrictions, the Restrictions are hereby amended and restated by the undersigned, being more than seventy-five percent of the 68 lot owners in Pine Country of Tomball Subdivision - Section Two, in accordance with the terms and provisions set forth below:

1. Duration and Amendment of the Restrictions. These restrictions and reservations shall run with and bind the Subdivision until January 1, 2037, and shall be automatically renewed for successive ten (10) year periods thereafter unless the owners of at least 75% of the lots within the Subdivision elect to terminate them. This declaration may be amended during its term by an instrument signed by the owners of at least 75% of the lots within the Subdivision. Any amendment must be recorded in the office of the County Clerk of Harris County, Texas.

2. Single-Family Residential Construction. All lots in the Subdivision shall be used for the purpose of only one (1) single family residence. No building shall be erected other than one single-family residential dwelling, private garages for not less than two (2) cars, and accessory building/quarters used by servants/guests/family members (See Tomball Ordinance 41.1 - A. 1. & 2. for compliance). An in-home office is allowed for business purposes with no more than three (3) business visitors per day coming to the residence (in-home office) for business purposes, so long as restriction #11 is not violated, nor for any commercial or manufacturing purposes. The restrictions shall not be construed as to prohibit a resident from keeping business accounts, handling professional telephone calls and correspondence, and activities declared customarily incidental to the principal residential use and are not in violation of the restrictions.

No building shall be erected, placed, or altered on any lot unless the construction plans and a plot

plan showing the location of the structure have been approved by the Architectural Control Committee (ACC) to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In consideration the harmony of external design between existing structures and the proposed building being erected, placed, or altered the ACC shall consider only the general appearance of the proposed building as that can be determined from rear and side elevations on submitted plans. The ACC's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs and appearances (e.g. exterior paint colors, etc.) from being built in Section Two.

3. Pine Country of Tomball Homeowner's Association, Section Two - (PCTHA) Architectural Control Committee (ACC). The initial ACC is composed of the initial PCTHA Board of Directors, Russ Brown and Ronnie Matthews, A sixty percent (60%) majority of the ACC may elect successors, in the event of resignation or vacancy, or designate a representative to act for it at the time or for any period. In the event of death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. A resignation is effective when given orally or in writing to the remaining members of the ACC or its successors. The powers and duties of such ACC and of its designated representatives and requirement of this restriction shall transfer to the Subdivision Lot owners through the PCTHA, in conjunction with paragraph 29 as follows. The PCTHA ACC's approval or disapproval as required in these restrictions shall be in writing. In the event this ACC or its designated representatives fails to approve or disapprove within (20) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related restrictions shall be deemed to have been fully complied with. Approval or disapproval requires a sixty percent (60%) majority of ACC. Approval shall not be unreasonably withheld by the ACC. There shall be no review of any action of the ACC except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such ACC be subject to any suit by anyone for damages.

4. Minimum Square Footage within Improvements. The living area of any new construction single-family residential building, exclusive of any open or closed porches and the garage and /or accessary building (see paragraph #2), shall not be less than nineteen hundred (1900) square feet on ground floor (first level). For multi-level dwellings the square footage on the multi level(s) shall be in addition to the first floor minimum. The ACC, in its sole discretion, may in the case of multi-level dwellings, approve less than 1900 square feet on the first floor of the dwelling.

5. Minimum Masonry -50%. Any building constructed on a lot must contain a minimum of fifty percent (50%) masonry exterior siding. For all purposes of these restrictions, masonry includes stucco, brick and stone. The balance of the siding must utilize a cement based siding product.

6. Residential Building Site Setbacks. Setbacks must comply with City of Tomball ordinances in effect at the time of construction of the improvements.

7. Subdivision of Lots/Lot combinations. No Lot as originally conveyed and no lot shown on the Re-Plat recorded in Harris County Clerk's Office (Film Code # 628282) may be subdivided or its boundaries changed unless City of Tomball would authorize a combination (only) of adjoining Lots. In that case (a combination of adjoining lots) the City of Tomball and the ACC must both approve the combination and any required revision of the recorded Re-Plat. All expenses would be paid by the lots owner. In any case, only one (1) single-family residence may be built on the combined lots.

8. Easements. Easements are as shown on the recorded Subdivision plat and as controlled by City of Tomball ordinances.

9. Temporary Structures and Site Alterations. No mobile home, manufactured home, modular or prefabricated home, structure of a temporary character, tent, shack, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any lot. Any residence constructed in the Subdivision shall be new construction with the exception of such decorative accessories as are customarily used by builders in the construction of new residences. Servants quarters may be used as a temporary residence for up to one year while the main residence is under construction. During the development and sales period of the lots, the Developer may crect and maintain such structures as is customary in connection with such development and sale of such lots, including, but without limitation, a business office, storage areas, construction yards, signs, model units, and sales offices.

10. Animal Husbandry. No animals, livestock, poultry, dogs, cats and such may be kept or permitted on any lot or any other part of the Subdivision, except as pets for domestic use. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets where such keeping (a) is or may become a nuisance or obnoxious to the occupants of neighboring lots, (b) is or may become a hazard to the health, welfare and well-being of the community, or (c) is for commercial purpose. No horses, cattle, sheep, goats, chickens, pigs, pot belly pigs, hogs or swine may be kept on any lot. Guinea fowl, peacocks and other noisy fowl are prohibited. Dangerous exotic animals are prohibited, including, by way of example only, and without limitation, tigers, lions, leopards, panthers, mountain lions and bears.

All pets must be kept in a fenced area or on a leash or chain and are not permitted to roam. The Association has the right to adopt rules and regulations concerning the keeping of animals in the Subdivision and means to enforce such. At all times, owners of dogs and cats must be able to exhibit current rables vaccination documentation from a licensed veterinarian.

11. Annoyance or Nuisances. No noxious or offensive activity shall be permitted or carried on upon any lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighbors or neighborhood.

12. Oil, Gas and Mining Operations. No oil, gas or mining operations are allowed in the Subdivision except for those already existing but current by all regulations (City, County, or State) unless required by the City of Tomball permitting process or other government authorities

## after all appeals.

13. Signs. No sign of any kind shall be displayed to public view on any lot or building except one sign of no more than eight (8) square feet in area advertising the merits of the property for sale or rent. The Developer or the Association shall have the right (but not the obligation) to remove any sign, billboard or other advertising structure or device which is placed on any lot or home in violation of this Paragraph and shall be entitled to assess the owner and recover from the owner all costs of such removal. During the construction and sales period of the lots, the Developer may use other signs and displays to advertise the merits of the lots for sale or rent, until such time as Developer has sold all lots owned by it in the Subdivision.

Signage identifying the builder's company name and phone number may be placed on the Lot where he or she had contracted to build a home. The sign may not be any larger than eight (8) square feet in size. The sign may be placed on the lot in an attractive manner (not nailed to a tree) no earlier than the closing of the interim financing or 4 weeks prior to construction and must be removed no later than one week after occupancy. Subcontractors, such as pool contractors, electricians, plumbers, etc., may not erect signs during construction.

No "For Sale" signs may be placed on any unimproved lot within two years from the date of purchase from Developer. The Association may display signs at the common areas describing rules, hours, and other instructional information as deemed necessary.

14. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary container (which may be plastic garbage bags as required by the City of Tomball). The lot owner is responsible for removing all stumps and debris brought about by clearing the building site. Said stumps and debris must not be pushed on other property.

Lot Maintenance. According to City of Tomball ordinances, owners are required to keep 15. lots free of rubbish, stagnant water, unsanitary or other objectionable matter. Each lot owner is bound and obligated through the purchase of any lot, to maintain the same and any improvements thereon, at his expense, in a safe, neat and attractive condition and otherwise in compliance with these Restrictions. Additionally, owners are to mow regularly during the grass growing season and maintain ditches and easements in front, behind, and/or on the side of their lot to the street or adjoining lot or land. In the event that an owner should, in the opinion of the Developer or the Association, fail to comply with these Restrictions, Developer or the Association may (but are not obligated to) notify such owner in writing of such non-compliance. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition and otherwise fully comply with these Restrictive Covenants within fifteen (15) days after receipt of written notice from Developer or the Association, Developer or the Association shall have the right and power (but not the obligation) to enter upon such owner's property and perform any or all acts necessary to comply with these Restrictions. The owner shall be liable for the expenses incurred by Developer or the Association, which shall be payable by such owner on demand and shall be secured by a lien in the same manner as the maintenance charge assessed against the owner's lot, as hereinafter provided. In the exercise of the aforementioned power neither the Developer nor the Association shall be liable, and are hereby expressly released from any liability for trespass or other cause of action in connection with, or arising from such action.

**16.** Noise. Owners of all lots must comply with City of Tomball ordinances with respect to unlawful noise. Further, restriction #11 is not to be violated.

17. Residential Construction Time Frame. All construction of the primary single-family residence dwelling and the landscaping are to be completed within one (1) year from the date the foundation footings are dug.

18. Land Elevation and Landscaping. No substantial changes in the elevation of the lot shall be made without the prior written approval of the ACC. The exterior landscaping shall consist of solid sod in the front and side yards with trees, shrubs, plants and ground cover sufficient to make the yard aesthetically pleasing. Landscaping plans other than the above shall be approved by the ACC.

**19.** Tree Removal. No tree larger than six inches in diameter at the base that are outside or beyond ten feet of the house foundation or five feet of driveways or sidewalks shall be removed without prior written approval of the ACC, unless the tree has died as a result of natural causes, in which event prior approval of the ACC is not required.

20. Motor Homes, Boats, Trailers, or Commercial Vehicles. No trucks, boats, trailers, etc., commercial type vehicles, motor homes, construction or like equipment or stationary trailers of any kind shall be stored or parked on any lot (except while parked in a closed garage, or behind a fence without being able to be seen from the street) nor parked on any residential street in the Subdivision except while engaged in transporting to or from a residence in the Subdivision. According to City of Tomball ordinances, it is unlawful and considered a public nuisance to store junked and abandoned vehicles that are visible to the public. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street, in the front or side yard of any lot or in areas visible from adjoining lots.

21. No Individual Water Supply. No Individual water supply system shall be permitted on any lot since City of Tomball utilities are available.

22. No Individual Sewage Disposal. No individual sewage disposal system shall be permitted on any lot since City of Tomball utilities are available.

23. Fences. Any fences may be installed only with prior written approval of the ACC. No chain link fences will be permitted on any lot in this Subdivision other than for dog runs placed out of sight from the street. All fencing shall be maintained in a neat and repaired manner. Fencing may be placed in front of the front wall of the residence, but only if (i) such fencing has the prior written approval of either the Board of Directors or the ACC, and (ii) the fencing is of wrought iron or of another material approved in writing by the Board of Directors or by the ACC. Every home is to have a 6 foot wood "Good Neighbor Fence".

24. Unlicensed Motorized Vehicles. The Association has the right to adopt rules and regulations concerning the use of unlicensed motor cycles, go-carts and similar motorized vehicles and may at its discretion eliminate their use if such operation creates a safety hazard, excessive noise or annoyance to the owners in the Subdivision.

25. Pools. Swimming pools shall not be nearer than fifteen feet to any adjoining lot and shall not project more than two feet above the established grade. No pool of any type shall be constructed on any lot until the type, design and size are approved in writing by the ACC.

26. Construction Debris. Owners of lots and their builders shall be responsible for keeping all debris, i.e., dirt, mud, etc. off the streets of the Subdivision during construction. All debris shall be promptly removed from the lot after construction is completed.

27. Mailboxes. All lots will be required to use a central mailbox area as required by USPO.

28. TV/Radio/Ham Antennas. The ACC shall adopt rules and regulations governing the installation and use of exterior television or radio antennas or satellite dishes, which rules and regulations will comply with applicable regulations issued by the Federal Communications Commission and other appropriate governmental agencies. Within this paragraph, the term "antenna(s)" includes satellite dishes. Antennas shall be 39.4 inches (1 meter) or less in diameter. Larger antennas are prohibited. If good reception is available, then an antenna on a lot shall be placed within the attic area of the primary residence or of an out building in order that such antenna may be placed in another place in another location on the lot which is sercened from the view of the adjoining lot owners, provided the location is first approved in writing by the ACC. If the location requested by the lot owner is not approved by the ACC, then the ACC will designate in writing another approved location, in which case the antenna may only be installed and maintained in that location.

29. Homeowners Association. Every owner of a lot shall be a member of Pine Country of Tomball Homeowners Association, Inc., a Texas non-profit corporation (the "Association"). Membership shall be appurtenant to and may not be separated from ownership of any lot. Any lienholder who acquires title to any lot shall thereupon become a member of the Association.

The Developer or its assignee will have the option to retain power and control of the Association until 95% of platted lots are fully sold.

In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the duties and powers of the Board shall normally include, but shall not be limited to, the following:

A. The right of the Association acting through the Board to carry on all legal business functions and exercise all of the powers of a Texas non-profit corporation, subject only to such limitations as are expressly set forth in these Restrictive Covenants, including but not limited to

the right to own, sell, grant, convey, lease, mortgage, or dedicate to any individual entity, or utility, any portion of or rights pertaining to any common areas or easements in favor of the Association; or to construct, purchase, lease, or contract for any additional property, facilities, equipment, etc.; or to borrow money for the purpose of constructing, improving, maintaining, or repairing said common areas, facilities or easements and in aid thereof to mortgage said property.

B. All of the common areas, common facilities, and easements in favor of the Association shall be operated, managed, and maintained in good repair for the benefit and enjoyment of all of the Owners and the cost therefrom, including payments on any existing mortgages on the common area or facilities conveyed to the Association by the Developer, shall be a common expense to be paid out of the Annual Maintenance Fund Assessment.

C. The Board shall have the right to enforce the provisions of these Restrictive Covenants by any legal and appropriate means, whether specifically defined in these Restrictive Covenants or not, for the benefit and protection of the scheme of the development as evidenced by these Restrictive Covenants.

The Board shall also have the power to adopt, amend and repeal such rules and D, regulations as it deems reasonable (the "Association Rules") which may include the establishment of a system of fines and penalties. The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of any common areas; provided, however, that the Association Rules may not discriminate among owners, and shall be consistent with these Restrictive Covenants. A copy of the Association Rules as they may from time to time be adopted, amended or repealed or a notice setting forth adoption, amendment or repeal of specific portions of the Association Rules shall be delivered to each owner. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were part of the Declaration and shall be binding on the owners and their successors in interest whether or not actually received thereby. The Association Rules, as adopted, amended or repealed, shall be available at the principle office of the Association to each owner or other interested party upon request. In the event of any conflict between any such Association Rules and any other provisions of these Restrictive Covenants, the provisions of the Association Rules shall be deemed to be superseded by the provisions of these Restrictive Covenants to the extent of any such conflict.

E. The Board shall annually prepare an operating budget and capital budget and therefrom compute the Annual Maintenance Fund Assessment to be charged against each Lot (the "Annual Assessment"). The Board shall also have the right, subject to the provisions of these Restrictive Covenants, to establish other fees or assessments that may from time to time be required or beneficial to the purposes of the Association, and the right to adopt procedures for the purpose of making, billing, and collecting the Assessments, user fees, and charges provided for herein, provided that the procedures are not inconsistent with the provisions hereof.

F. The Board shall have the right to hire or contract with any person or entity for the performance of various duties and functions including, but not limited to, the employment of a manger or management company to perform all or any part of the duties and responsibilities of

the Association.

G. The Board shall have the right to delegate to Committees, officers, employees or agents any of its duties and powers except such powers which are non-delegable according to law. No such delegation, however, whether to a professional management company, the Architectural Control Committee or otherwise shall relieve the Association of its obligations to perform such delegated duty.

30. Assessments, Each owner of a lot within the Subdivision hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land to pay to the Association: (1) Annual Assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected as hereinafter provided (the "Special Assessments"). With an affirmative majority vote of the membership of the Association, the Association may pass a Special Assessment which may be paid by the owners of lots in a lump sum payment or by a series of payments as determined by the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the common area, establishing a reserve fund for future expenses which may be incurred by the Association, and for such other purposes as the Members of the Association may approve. The Annual and Special 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 assessments is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, also shall be the personal obligation of the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. No owner shall be personally liable for any assessment made or becoming due and payable after his ownership terminates.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the lesser of ten percent (10%) per annum, or at the maximum non-usurious rate of interest per annum then allowable under the laws of the State of Texas. The Association may bring an action at law against the owner personally obligated to pay the same, or forcelose the lien against the lot. Such lien may be enforced judicially or by non-judicial foreclosure of the lien affecting the defaulting owner's lot by power of sale, which is hereby granted by each Owner to the Association and is hereby retained by the Association, in like manner as a deed of trust on real property upon compliance with Chapter 51 of the Texas Property Code, and such other applicable provisions of Texas law, as the same may be amended from time to time. Each person who becomes an owner of a lot, by acceptance of the deed to his or her lot, expressly grants, bargains, sells and conveys to the President 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 aforesaid Annual Assessments, Special Assessments and other charges secured by a lien in favor of the Association, and grants to such trustee a power of sale. The trustee herein designated may be changed at any time and from time to time by execution of an instrument in writing signed by the

President or Vice-President of the Association, naming another trustee. In the event of the election by the Board to foreclose the lien herein provided, for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of the Texas Property Code, as same may be hereinafter amended.

In the event of a default hereunder, the Owner also shall be required to pay the costs and expenses of legal proceedings and all reasonable attorney's fees in accordance with the provisions of Chapter 209 of the Texas Property Code, as it may be amended from time to time. The Association shall have the power to purchase the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. At any such foreclosure sale, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply the amount of its bid as a cash credit against 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 reasonable rent for the use of such lot and such occupancy shall constitute a tenancy at sufferance. The purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents. The purchaser at such sale shall further be entitled to demand and recover possession of such lot by forcible detainer action after giving the occupants three (3) days written notice to vacate. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same. Each owner, by his or her acceptance of a deed to a lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of unpaid assessments as a debt.

31. City Code and Statutes. In the event of any conflict between the Restrictions and the City of Tomball Code or the Statutes of the State of Texas, the City of Tomball Code and the Statutes of the State of Texas shall prevail. Invalidation of any one or any part of these Restrictions by judgment or court order shall not affect any of the other provisions or parts of provisions which shall remain in full force and effect.

EXECUTED by the undersigned Lot owners, effective the \_\_\_\_ day of , 2012.

(4) Lot 3 Block /, PINE COUNTRY OF TOMBALL SUBDIVISION - SECTION TWO.

> Lot \_\_\_\_\_, Block 2, PINE COUNTRY OF TOMBALL SUBDIVISION - SECTION TWO.

> Lot <u>13</u>, Block <u>2</u>, PINE COUNTRY OF TOMBALL SUBDIVISION - SECTION TWO.

> 142, JUNE COUNTRY OF TOMBALL SUBDIVISION - SECTION TWO.

> 1 2 4 2 11 Lot 5 4 2, PINE COUNTRY OF TOMBALL SUBDIVISION - SECTION TWO.

Lot \_\_\_\_\_, Block \_\_\_\_, PINE COUNTRY OF TOMBALL SUBDIVISION - SECTION TWO.

30 they 5 7, Block PINE COUNTRY Lot OF TOMBALL SUBDIVISION - SECTION TWO,

Printed Name John Tucker GEHAN Howes- Division MANJACE, Date 4.16/ Printed Name JOHN TUcker Gerlan Homes " Division MANAGER 4.11.12 Date Printed Name John TUcker

GEHAN Homes - Division MANAGE 4.16.12 Date

(unsell Printed Name R.46 PEDT es Date.

**10**R

Printed Name Date

Printed Name R 110 Date

Printed Name PCUT TNVRY Date

Lot 5615 ( OF TOMBALL SUBDIVISION - SECTION TWO,

Lot  $3 \neq 4$ , Block 2, PINE COUNTRY OF TOMBALL SUBDIVISION - SECTION TWO,

Lot 29, Block 2, PINE COUNTRY OF TOMBALL SUBDIVISION - SECTION TWO.

Printed Name (A Date OWN **10**R Date

Printed Name UMPO DREAM Date

**10**R

STATE OF TEXAS §

COUNTY OF HARRIS

This instrument was acknowledged before me on <u>April 16</u>, 2012, by John Tucker

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NOTARY PUBLIC in and for

THE STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on <u>April 16</u>, 2012, by John Tucker



NOTARY PUBLIC in and for THE STATE OF TEXAS

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STATE OF TEXAS §

COUNTY OF HARRIS

04/27/2015

§ April 16, 2012, by This instrument was acknowledged before me on \_ John Tucker LISA R. LEE Notary Public, State of Texas My Commission Expires April 18, 2013 PUBLIC in and for THE STATE OF TEXAS STATE OF TEXAS § § COUNTY OF HARRIS This instrument was acknowledged before me on <u>April</u> 25, 2012, by Janet Dziedzio My Commission Expires 04/27/2016 NOTARY PUBLIC in and for THE STATE OF TEXAS STATE OF TEXAS § COUNTY OF HARRIS § This instrument was acknowledged before me on April 25 SSELL E. BROWN \_, 2012, by NOTARY PUBLIC in and for Janet Dziedzio My Commission Expires THE STATE OF TEXAS

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STATE OF TEXAS § COUNTY OF HARRIS 8 This instrument was acknowledged before me on <u>April 25</u>, 2012, by <u>Rubbell E. Brown</u>. Janel Dziedzie My Commission Expires 04/27/2015 NOTARY PUBLIC in and for THE STATE OF TEXAS STATE OF TEXAS § COUNTY OF HARRIS § This instrument was acknowledged before me on <u>Apri</u> \_, 2012, by Janet Dziedzie My Commission Expires NOTARY PUBLIC in and for 04/27/2015 THE STATE OF TEXAS STATE OF TEXAS § § **COUNTY OF HARRIS** This instrument was acknowledged before me on April 1998ell E. Brown \_\_<u>,</u>, 2012, by Janet Dzłądzie NOTARY PUBLIC in and for My Commission Expires THE STATE OF TEXAS 04/27/2015

13

STATE OF TEXAS 8 COUNTY OF HARRIS § <u>25</u>, 2012, by This instrument was acknowledged before me on Wit WEXEN Janet Dziedzie My Commission Explos NOTARY PUBLIC in and for 04/27/2015 THE STATE OF TEXAS STATE OF TEXAS 8 COUNTY OF HARRIS § May 30 , 2012, by This instrument was acknowledged before me on \_ Jagjit S. Jolly Both Loveli My Commission Expires 04/13/2016 NOTARY PUBLIC in and for THE STATE OF TEXAS

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20120239430 # Pages 15 05/31/2012 18:05:30 AM e-Filed & e-Recorded in the Official Public Records of HARRIS COUNTY STAN STANART COUNTY CLERK Fees 68,00

RECORDERS MEMORANDUM This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law. THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

Stan Stanart COUNTY CLERK PARRIS COUNTY TEXAS