



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

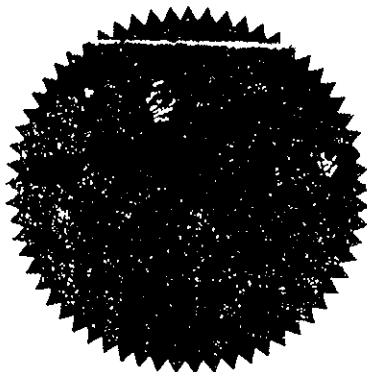
SAGEMONT TOWNHOUSE ASSOCIATION
CHARTER NO. 309312

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of incorporation

Dated July 5, 1972.

Bob Hoover
Secretary of State



ARTICLES OF INCORPORATION
OF
SAGEMONT TOWNHOUSE ASSOCIATION

FILED
In the Office of the
Secretary of State of Texas

WE, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I.

The name of the Corporation is SAGEMONT TOWNHOUSE ASSOCIATION.

ARTICLE II.

The Corporation is a Non-Profit Corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The purpose or purposes for which the corporation is organized are: To provide for maintenance, preservation, architectural control of the residence lots and common area within that certain property described as follows, to-wit:

A tract of land consisting of 7.332 acres located in Harris County, Texas and being a part of the A. M. Gentry Survey, Abstract 292 and being all of that certain 2.458 acre tract described in Deed from Griggs Corporation, et al to Perry Homes, Inc. said Deed recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835 (hereinafter referred to as "said 2.458 acre tract") and all that certain 4.497 acre tract described in a Deed from Griggs Corporation, et al to Perry Homes, Inc. recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Number D-519510, Film Code Number 140-24-0539 through 0542 (hereinafter referred to as "said 4.497 acre tract") and also being all that certain 22,628 square foot tract of land described in a Deed from Ayrshire Corporation to Perry Homes, Inc. recorded in the Official Public Records of Real Property of Harris County, Texas,

under Clerk's File Number D-624779, Film Code Number 146-30-0430 through 0433 (hereinafter referred to as "said 22,628 square foot tract"), and being more fully described by metes and bounds as follows:

BEGINNING at the East corner of Lot 15, Block 36 in SAGEMONT, SECTION SEVEN (7), according to the Plat thereof recorded in Volume 145, Page 109 of the Map Records of Harris County, Texas;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Northeast line of Block 36 in Sagemont, Section 7 and continuing with the Southwest line of said 2.458 acre tract and said 4.497 acre tract, a distance of 883.55 feet to an angle point;

THENCE North 40 degrees 27 minutes 40 seconds West, continuing with the Northeast line of said Block 36 and the Southwest line of said 4.497 acre tract, a distance of 126.01 feet to a point for corner, same being the West corner of said 4.497 acre tract;

THENCE North 45 degrees 13 minutes 20 seconds East, with the Northwest line of said 4.497 acre tract, a distance of 312.85 feet to a point for corner on the Southwest right-of-way line of Beamer Road, 170 feet wide, said point also being the North corner of said 4.497 acre tract;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Southwest right-of-way line of Beamer Road and the Northeast line of said 4.497 acre tract, said 2.458 acre tract and said 22,628 square foot tract, a distance of 1009.21 feet to a point for corner, same being the East corner of said 22,628 square foot tract and being on the Southeast line of said Sagemont, Section 7;

THENCE South 45 degrees 13 minutes 20 seconds West, with the Southeast line of said 22,628 square foot tract, being common with the Southeast line of said Sagemont, Section 7, a distance of 323.25 feet to the PLACE OF BEGINNING and containing 7.332 acres of land;

and to promote the health, safety and welfare of the residents in the above described property for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

ARTICLE V.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on November 1, 1973.

ARTICLE VII.

The street address of the initial registered office of the corporation is 12015 Sagecliff, Houston, Texas 77034, and the name of its initial registered agent at such address is BOBBY J. DAVIS.

ARTICLE VIII.

The number of directors constituting the initial Board of Directors of the Corporation is five (5), and the names and addresses of the persons who are to serve as the initial Directors are:

Bobby J. Davis

12015 Sagecliff
Houston, Texas 77034

Rick E. Carlisle	12015 Sagecliff Houston, Texas 77034
John Elam	12015 Sagecliff Houston, Texas 77034
Hugh F. Rives, Jr.	1220 Dallas Houston, Texas 77002
David Donoghue	1220 Dallas Houston, Texas 77002

ARTICLE IX.

The name and street address of each incorporator is:

Bobby J. Davis	12015 Sagecliff Houston, Texas 77034
Hugh F. Rives, Jr.	1220 Dallas Houston, Texas 77002
David Donoghue	1220 Dallas Houston, Texas 77002

ARTICLE X.

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI.

Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully held meeting. The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty per cent (150%) of its income for

the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, we have hereunto set our hands this 3rd day of July, A. D. 1972.

Bobby J. Davis
BOBBY J. DAVIS

Hugh F. Rives, Jr.
HUGH F. RIVES, JR.

David Donoghue
DAVID DONOGHUE

THE STATE OF TEXAS |
COUNTY OF HARRIS |

I, the undersigned Notary Public, in and for the County of Harris in the State of Texas do hereby certify that on this day personally appeared BOBBY J. DAVIS, HUGH F. RIVES, JR. and DAVID DONOGHUE, who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have set my hand and seal this the 3rd day of July, A. D. 1972.

Lenna Notary
Notary Public in and for Harris County,
Texas.

BY-LAWS
OF
SAGEMONT TOWNHOUSE ASSOCIATION
AS AMENDED MARCH 14, 1995

ARTICLE I.

NAME AND LOCATION

The name of the Corporation is SAGEMONT TOWNHOUSE ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 12015 Sagecliff, Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to SAGEMONT TOWNHOUSE ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, for Sagemont Townhouses.

Section 3. "Common Area" shall mean all of the properties above described save and except the nine (9) building sites and shall be the same as the property described in the definition of "Common Area" found in Article I, Section 4 of the Declaration of Covenants, Conditions and Restrictions of Sagemont Townhouses heretofore filed for record in the office of the County Clerk of Harris County, Texas, and bearing County Clerk's File Number D-632542 .

Section 4. "Lot" shall mean those lots or parcels of land described in Article I, Section 5 of the Declaration of Covenants, Conditions and Restrictions of Sagemont Townhouses heretofore filed for record in the office of the County Clerk of Harris County, Texas, and bearing County Clerk's File Number D-632542.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as

security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Perry Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Clerk of Harris County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III.

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) or more than fifty (50) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the

case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV.

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect directors to the places of directors whose terms are expiring for a period of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses

incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI.

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal

holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) to authorize the officers to enter into one or more management agreements with third parties in order to facilitate efficient operation of the Properties. It shall be the primary purpose of such management agreements to provide for the

administration, management, repair and maintenance of the Properties, all improvements included therein and designated as common areas, the roof and exterior walls of the townhouses, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be as determined by the Board of Directors to be in the best interests of the Corporation, and shall be subject in all respects to the Articles of Incorporation, these By-Laws and the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE VIII.

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Membes; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of

each to the members.

ARTICLE IX.

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X.

BOOKS AND RECORDS

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

ARTICLE XI.

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. The Board at its option may choose to accept monthly assessment payments rather than one annual payment as provided in the Declaration of Covenants, Conditions, and Restrictions. Any assessments which are not paid when due shall be delinquent. Any assessment installment not paid by the fifteenth of the month will incur a one time late fee of \$10.00. If the assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessments provided for herein by nonuse of the Common Area or

abandonment of his Lot.

ARTICLE XII.

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SAGEMONT TOWNHOUSE ASSOCIATION - TEXAS.

ARTICLE XIII.

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

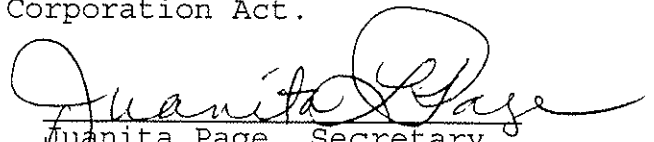
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV.

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, I, Secretary of the SAGEMONT TOWNHOUSE ASSOCIATION, hereby certify that these bylaws were adopted as amended by at least a majority of the Board of Directors of the SAGEMONT TOWNHOUSE ASSOCIATION on March 14, 1995, pursuant to the power granted by the Texas Non-Profit Corporation Act.


 Juanita Page, Secretary
 Board of Directors

SAGEMONT TOWNHOUSE ASSOCIATION, INC.
RULES FOR INSTALLATION OF
SATELLITE DISHES AND ANTENNAS

I. Preamble

These rules are adopted by the Board of Directors of Sagemont Townhouse Association, Inc. on the 18 day of March, 1998.

WHEREAS, the Sagemont Townhouse Association, Inc. ("the Association") is responsible for governance and maintenance of the Sagemont Townhome Subdivision ("the Community"); and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Community, pursuant to the Texas Property Code, Section 204.010(6); and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite dishes, television antennas, and multipoint distribution service dishes ("dishes or antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC rule.

NOW THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules", which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

II. Installation Rules

A. Size and Type

1. Direct broadcast satellite dishes and multipoint distribution service dishes that are one meter or less in diameter may be installed. Dishes larger than one meter are prohibited.
2. Antennas designed to receive television broadcast signals may be installed.
3. Installation of transmission antennas are prohibited.

4. All antennas not covered by the FCC rule are prohibited.

B. Location

1. If acceptable quality signals may be received by placing antennas inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.
2. Dishes and antennas shall be located in a place shielded from view from the street or from other lots to the maximum extent possible.
3. Dishes and antennas shall be installed solely on individually-owned property and shall not encroach upon common areas or any other owner's property.

C. Installation

1. Dishes and antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
2. All installations shall be completed so that they do not damage the common areas of the Association or the lot of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings on common areas or lots.
3. Owners are responsible for all costs associated with the dish or antenna, including but not limited to costs to do the following:
 - a. Place (or replace), repair, maintain, and move or remove them;
 - b. Repair damages to the common property, other lots, and any other property damaged by dish or antenna installation, maintenance or use;
 - c. Pay medical expenses incurred by persons injured by dish or antenna maintenance, or use;
 - d. Reimburse residents or the Association for damages caused by installation, maintenance, or use.
4. Dishes and antennas must be secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near antennas, including damage from wind velocity based upon a unique location.

D. Maintenance

1. Owners shall not permit their dishes or antennas to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for dish or antenna maintenance and repair.
3. Owners shall be responsible for repainting or replacement if the exterior surface of dishes or antennas deteriorates.

III. Antenna Camouflaging

- A. Dishes situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require the dish to be screened by new landscaping or screening of reasonable cost.
- B. Unless the manufacturer asserts that painting may prevent the receipt of an acceptable quality signal, dishes and any visible wiring must be painted to match the color of the structure to which it is installed.

IV. Association Maintenance of Locations upon Which Antennas Are Installed

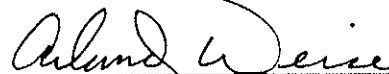
- A. If dishes or antennas are installed on property for which the Association has maintenance responsibility, owners retain responsibility for dish or antenna maintenance. Owners must not install dishes or antennas in a manner that will result in increased maintenance costs for the Association or for other residents. If such damage occurs, owners are responsible for these costs.
- B. If maintenance requires dish or antenna removal, the Association shall provide owners with 10 days' written notice. Owners shall be responsible for removing dishes or antennas before maintenance begins. If owners do not remove them by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to dishes or antennas.

V. Enforcement

If these rules are violated, the Association may, after giving notice and an opportunity to be heard, bring an action to enforce the rules in the same manner that any other violation of the restrictions or rules may be enforced, including a request for civil damages and/or injunctive relief.

XI. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.



Secretary

RESOLUTION REGARDING EXTERIOR MAINTENANCE GUIDELINES

WHEREAS, Chapter 204, Section 204.010 of the Texas Property Code authorizes associations acting through their boards of directors to regulate the use, maintenance, repair, replacement, modification, and appearance of the property; and,

WHEREAS, such rules are necessary to help maintain the attractiveness of Sagemont Townhouses and thereby support property values of the property;

NOW THEREFORE, BE IT RESOLVED THAT: the following Exterior Maintenance Guidelines are hereby adopted and replace any former guidelines:

EXTERIOR MAINTENANCE GUIDELINES

All improvements on a lot that are the responsibility of the individual homeowners must be maintained in a state of good repair and shall not be allowed to deteriorate. Repairs shall include, but not be limited to, the following:

1. All glass surfaces must be whole.
2. All doors must be undamaged and in good repair. Only white or earthtone paint may be used.
3. All screens must be whole and undamaged.
4. Shrubs and trees on patios must be kept trimmed and not allowed to become unkempt.
5. There shall be no storage of clutter and debris in public view.

Adopted this 17 day of January, 1996.

Jackie Little
Secretary

D632512

146-39-1845

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

THIS DECLARATION made on the date hereinafter set forth by PERRY HOMES, INC., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain properties in the A. M. Gentry Survey, Abstract Number 292, in Harris County, Texas, and being more particularly described by metes and bounds in the attached Exhibit "A", out of which property there has been or will be cut out nine (9) building sites for seventy-six (76) lots, all as hereinafter provided, said building sites numbers one (1) through nine (9), inclusive, being more fully described in Exhibit "B" attached hereto and made a part hereof for all purposes. All of the remainder of the property described in Exhibit "A" shall constitute the Common Area;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to HOMEOWNERS ASSOCIATION, its successors and assigns

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. If the holder of an interest as security for the performance of an obligation acquires the fee simple title, whether by foreclosure, deed or in any other manner, said holder shall then be deemed to be an owner.

M-11-72 970025 0 632512 LSI B 18 5250

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true and correct copy of the original now in my legal custody and possession, as the undersigned Official Public Records of Real Property in Harris County, Texas, on this 11th day of June, 1972, and being Michael's Landmark Number 146-39-1845, and is certified to be a true and correct copy.



NOTARY PUBLIC

JUDITH DENHAWER
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

146-39-1846

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit "A".

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All of the properties above described and the buildings, structures and improvements thereon, SAVE AND EXCEPT the nine (9) building sites above described in Exhibit "B" and shall include for example, but not by way of limitation, all recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, pipes, wires, conduits and other public utility lines situated thereon.

SECTION 5. "Lot" or "Parcel" shall mean and refer to that portion of any of the nine (9) building sites on which there is or will be constructed a single family townhouse which is to be individually and separately owned. For all purposes hereunder it shall be understood and agreed that the said nine (9) building sites constitute seventy-six (76) lots until such time, if any, as it may be determined that the number of single family townhouses are to be more or less than seventy-six (76), in which case the number of separate lots shall be the number of single family townhouses built on the nine (9) building sites. Declarant shall be the owner of all of the said seventy-six (76) lots save and except only those particular lots which Declarant conveys in fee simple title by recordable Deed from and after date hereof.

SECTION 6. "Townhouse" shall mean a single family residence unit joined together with at least one or more single family residences by a common wall or walls and/or roof and/or foundation.

SECTION 7. "Declarant" shall mean and refer to PERRY HOMES, INC., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 8. "Class 'A' Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an Owner other than Declarant or has been occupied.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true, and correct photostatic copy of the original and now in my legal custody and possession, as of this day of _____, 19____, of the Original Public Record of Real Property, County of Harris, State of Texas, on File with the Tarrant Microfilm Distribution Bureau, 2000 North Street, Fort Worth, Texas 76102.



EMILIA R. ROSENBAUM
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Handwritten Signature]

JUDY SWORD

146-39-1847

SECTION 9. "Class 'B' Lots" shall mean and refer to any lot upon which a residence or single family unit has not been completed or has not been conveyed to an Owner other than Declarant or, prior to such conveyance, has not been occupied.

ARTICLE II
PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to limit the number of members' guests;
- (c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS
The above is a true, true, and correct photostatic copy of the original instrument now in my official custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and indexed on the Texas Real Property Identification Number as stated hereon. I hereby certify on



UNITA ROOSENBERRY
COUNTY CLERK
HARRIS COUNTY, TEXAS

BY *[Signature]*
County

JUDY SWORD

146-39-1848

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties and the rights of such mortgage in such properties shall be subordinate to the rights of the homeowners hereunder.

(f) the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreation facilities by the members.

SECTION 2. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association free and clear of all liens and encumbrances prior to the conveyance of the first lot. As a right running with the real property the ownership of each Lot shall entail the use and enjoyment of all walks, stairs, pavement, driveways, parking areas, entrances and exits owned by the Association and there shall always be access by both pedestrians and vehicles to and from each townhouse to a street dedicated to public use without hindrance of such communication ways by the Association and/or owners of the townhouses. Title to the Common Area shall remain undivided in the Association so as to preserve the rights of owners with respect to their use and enjoyment of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS
The above is a true, true, and correct photographic copy of the original and
is an original and correct copy of the original and
Original Public Records of Real Property in the State of Texas
on which the original having Microfilm Identification Number 146-39-1848
thereof, I hereby certify that



ANITA MOSENEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS
BY: *[Signature]*
JUDY SWORD

JUDY SWORD

SECTION 2. The Association shall have two classes of voting

membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on November 1, 1973.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF

ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal

146-39-1849

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original as shown on my last custody and possession, as the same is on file in the Office of Public Records of said County, and I, the undersigned, County Clerk of said County, Texas, being duly sworn, do hereby certify on



HEAR T. G. BERRY
UNITA B. FORE-NEAVER
COUNTY CLERK
HARRIS COUNTY TEXAS

JUDY SWORD

obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$324.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1 of the year following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of 2/3rds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

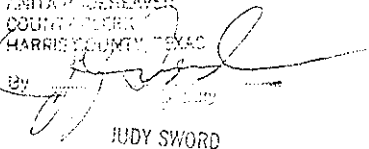
146-39-1850

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

This shows a true and correct photographic copy of the original
file on file in the office and possession of the County Clerk of
Harris County, Texas, as shown on the original file on file in the
Official Public Record of Real Property in Harris County, Texas,
on the 1st day of _____, 19____, and having the original instrument
numbered _____, and being a true and correct copy of the original
thereof, I hereby certify on _____, 19____.



ANITA W. BENEWER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By 
JUDY SWORD

146-39-1851

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

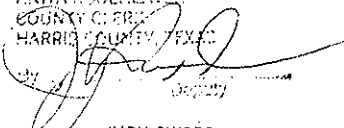
SECTION 5. NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATE OF ASSESSMENT. Both annual and special assessments must be fixed at uniform rate for all Class A Lots and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five per cent (25%) of the amount of the assessments upon all Class A Lots.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment

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STATE OF TEXAS
COUNTY OF HARRIS

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MAR 2 1981
ANITA HODGHEAVEN
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

146-39-1852

shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE

ASSOCIATION. 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 date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the SAGMONT TOWNHOUSE ASSOCIATION, or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association, acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

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APR 10 1994



UNITA BOONHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Judy Sword*
Deputy

JUDY SWORD

owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority, and the Common Area, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall ever be exempt from said assessments.

SECTION 11. MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled, prior to the expiration of said agreement, by an affirmative vote of sixty per cent (60%) of the votes of each class of the Members of the Association. In no event shall such management agreement be canceled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

146-39-1853

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true, true, and correct photostatic copy of the original record now in my legal custody and possession, as the same is a part of the Official Public Records of Real Property in my office and I have on this day, and having Microfilm Identification Number of Record 146-39-1853, certify on



LEAD 9 11 201

ANITA BOONEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

Judy Sword

JUDY SWORD

146-39-185A

SECTION 12. INSURANCE. The Board of Directors, or its duly authorized Agent, shall have the authority to and shall obtain insurance for all the buildings, including all townhouses, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or its agent. Said insurance may include coverage against vandalism. Premiums for all such insurance except on the individual townhouses, shall be common expenses. All such insurance coverage, including insurance on individual townhouses obtained by the Board of Directors, shall be written in the name of the Association as Trustee for each of the townhouse owners. Insurance on individual townhouses obtained by such townhouse Owners may be written in the name of the individual owners. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses so covered and a debt owed by the Owners and shall be collectible by any lawful procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owners' Lot and townhouse and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any purchase-money and/or improvement mortgages and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the Owners and/or the Association, any Owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowners' liability insurance, theft and other

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STATE OF TEXAS
COUNTY OF HARRIS

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MAY 12 1984

KATHA BOENLEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Handwritten Signature]
JUDY SWORD

146-39-1855

insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damages or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 1, above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event that such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners of the damaged townhouses as their interest may then appear. In the event of damage or destruction by fire or other casualty to any townhouse, garage, storage area or other property covered by insurance written in the name of an individual owner, said Owner, shall, with concurrence of the mortgagee, if any, upon

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STATE OF TEXAS
COUNTY OF HARRIS
The above is a full, true, and correct photographic copy of the original and is in my legal custody and possession, as the same is in the Central Public Records of Real Property in my office and records on Microfilm, and having Microfilm Identification Number as stated therein, I hereby certify on

MAR 22 1984
ARITA BOSSHEVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



By *Judy Sword*
JUDY SWORD

receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the garage, storage area and exterior of the townhouse in a good and workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse, garage and storage area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhouse and garage and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided.

146-39-1856

ARTICLE V.

PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The owner of a townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they

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STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photostatic copy of the original filed now in my official custody and possession, as the County Clerk, and I am an Official Public Records of Real Property in my Office and Indexed on Information and Having Microfilm Identification Number as stamped insofar as I know, certify on



JAN 10 1993

ANITA ROSEMEYER
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD
Deputy

JUDY SWORD

shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI.

ARCHITECTURAL CONTROL

No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

146-39-1857

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

This is a true and correct photostatic copy of the original instrument now in my legal custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and indexed on Microfilm and having Microfilm Identification Number stamped thereon, I hereby certify on

MAY 20 1994

ANITA BODENBAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Handwritten Signature]
County Clerk

JUDY SWORD

ARTICLE VII.

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment, hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, doors and door fixtures, patios, and associated hardware nor shall it include shrubbery, trees or grass contained within patio fences or hardware used in connection with these items. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

146-39-1858

ARTICLE VIII.

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE ONLY. Said property is hereby restricted to residential dwellings for residential use. The term "residential purposes" as herein used shall be held and construed to exclude any business, commercial, industrial, hospital, clinic and/or professional uses and such uses excluded are hereby expressly prohibited. All buildings or structures erected upon said property shall be of new construction and no building or structure shall be moved from old locations onto said property and no subsequent buildings or structures other than townhouse apartment buildings being single family townhouses joined together by a common exterior roof and foundation shall be constructed. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any portion of said property at any time as a residence either temporarily or permanently.

SECTION 2. SEPARATE OWNERSHIP. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photostatic copy of the original instrument now in my lawful custody and possession, as the same has been filed in the Office of Public Records of Real Property in my office and preserved on microfilm, and having Microfilm Identification Number as stated herein, I hereby certify on

MAR 27 1994



LENITA WOODHEAVEN
COUNTY CLERK
HARRIS COUNTY, TEXAS

Judy Sword

JUDY SWORD

146-39-1859

SECTION 3. NO NUISANCE. No nuisance shall ever be erected, caused or suffered to remain upon any portion of the properties nor shall an owner or resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other owner or resident, provided, however that the Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or endangerment.

SECTION 4. SIGNS OR BILLBOARDS. No advertising sign except one "For Rent" or "For Sale" sign of not more than five (5) square feet per lot, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Lots.

SECTION 5. DECLARANT'S SALES FACILITIES. Notwithstanding any provisions herein contained to the contrary it shall be expressly permissible for the Declarant or the builder of said townhouses to maintain during the period of construction and sale of townhouses upon such portion of the premises as the Declarant deems necessary such facilities as in the sole opinion of the Declarant may be reasonable, required, convenient or incidental to the construction of said townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office and including right to use any such portion of the Common Area for display or in any manner in connection with the sales of townhouses on the property herein described.

SECTION 6. ANIMALS. No sheep, goats, horses, cattle, swine, poultry or dangerous animals (the determination as to what is a dangerous animal shall be at the sole discretion of the Board of Directors of the Association) snakes, or livestock of any kind, shall ever be raised, kept, bred or harbored on any Lot or other portion of the property except that dogs, cats and other common household pets (not to exceed a total of two adult animals) may be kept provided that they are not kept, bred or maintained for any commercial purposes.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photostatic copy of the original record now in my legal custody and possession, as its location is shown on the Official Public Records of Real Property in my office and indexed on Microfilm, and having Microfilm Identification Number as stated therein. I hereby certify on



MAR 2 1984
ANITA HODENWEVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

146-39-1860

SECTION 7. REFUSE AND GARBAGE. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and Streets and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

SECTION 8. OUTSIDE CLOTHES DRYING. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and Streets.

SECTION 9. TELEVISION OR RADIO ANTENNAS. Without prior written authorization of the Board of Directors no television or radio antennas of any sort shall be placed, allowed or maintained on any Lot or any portion of the exterior of the improvements located on the property, nor upon any structure situated upon the property.

SECTION 10. REPAIR OF FIXTURES AND EQUIPMENT. All fixtures and equipment installed within a townhouse, commencing at the point where the utility lines, pipes, wires, conduit or other systems enter the exterior walls of the townhouses, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhouses or their Owners.

SECTION 11. PARKING OF VEHICLES. No Owner or member of his household shall park any vehicle at any place on the properties, other than in the garage located on his Lot, for a period of time exceeding twenty-four (24) hours without first obtaining the written consent of the Board of Directors of the Association. No vehicle shall be parked on the streets or driveways so as to obstruct ingress or egress by Owners of Lots, their families, guests and invitees except for the reasonable needs of emergency, construction or service vehicles for a time limited to as briefly as possible.

SECTION 12. LANDSCAPING. Except in the individual patio area appurtenant to a townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property

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STATE OF TEXAS
COUNTY OF HARRIS
The above is a full, true, and correct photographic copy of the original record now in my legal custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and returned on this date, and having Microfilm Identification Number as stated thereon. I hereby certify on



ANNA HOGGMEYER
COUNTY CLERK
HARRIS COUNTY, TEXAS

Judy Sword

JUDY SWORD

except as installed in accordance with the initial construction of the building or as approved by the Association's Board of Directors or their designated architectural committee. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual Lot owner and not in any manner the responsibility of the Association.

SECTION 13. MINING AND MINERAL OPERATIONS. No oil or natural gas drilling, oil or natural gas development or oil refining, coring or mining operations of any kind shall be permitted upon or in any lot or any portion of the properties nor shall oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derricks or other structures for the use in boring for natural gas, oil, minerals or water shall be erected, maintained or permitted on any Lot.

SECTION 14. SEPTIC TANKS. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot or any other portion of the premises.

SECTION 15. AUTOMOBILE REPAIRS. No automobile repairs other than normal maintenance on vehicles owned by the Owner or members of his immediate household shall be allowed, and in no event shall there be any repairs conducted in any other place than the garage on the Lot owned by the Owner of said vehicle. No racing cart, go-cart, dune buggy or dragster shall be repaired, stored or in any manner operated on the premises. Nor shall any vehicle be operated on the premises without a muffler sufficient to meet the standards required by the State of Texas for the operation of motor vehicles on the public streets and highways of the State.

SECTION 16. UNIFORM ENFORCEMENT. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX.

EASEMENTS

SECTION 1. Each Lot, Townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by Construction settling and overhangs, as designed or constructed by the Declarant.

146-39-1861

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true and correct photographic copy of the original record now in my legal custody and possession, as the same are recorded in the Official Public Records of Real Property in my office and treated as originals, and having Microfilm Identification Number as shown on attached 1 Page, testify on



2020 03 20 04

ANITA BODEN-BAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Handwritten Signature]

JUDY SWORD

A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Townhouses is partially or totally destroyed, and then rebuilt, the owners of the Townhouses so affected agree that minor encroachments of parts of the adjacent Townhouse units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

146-39-1862

SECTION 2. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company elected by the Association to enter in or to cross over the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true and correct photostatic copy of the original record now in my legal custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and recorded on Microfilm and having Microfilm Identification Number as stamped thereon, I hereby certify the

MAR 2 1994



ANITA R. DEWEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Judy Sword*
Judy Sword

JUDY SWORD

146-39-1863

SECTION 3. There are certain areas located between the garages, patios and rear Lot lines on the Lots, which areas are not included within either the Townhouse, the garage or patio located on a particular Lot. These areas shall be subject to an easement in favor of the Association and such easement is hereby granted to the Association. The Association shall have the right to use and occupy the area covered by the easements for any purpose including but not limited to their use as guest parking spaces, storage areas or as a part of the Common Area. The Association shall maintain the area covered by the easements in the same manner as herein set forth for maintenance of the Common Area.

SECTION 4. UNDERGROUND ELECTRIC SERVICE.

A. Underground single phase electric service shall be available to seventy-six (76) residential townhouses on the aforesaid lots and to the recreation building to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the townhouse structure.

B. For so long as such underground service is maintained, the electric service to each townhouse and the recreation building shall be uniform and exclusively of the type known as single Phase, 120/240 volt, 3 wire, 60 cycle alternating current.

C. Easements for the underground service may be crossed by driveways, walkways, fences, patios and garages provided the Declarant or Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS
The above is a full, true, and correct photostatic copy of the original record as shown by actual custody and possession, as the undersigned is the Official Public Records of Real Property in this office and filed on [unclear] and having Microfilm Identification Number [unclear] thereon. I hereby certify on



MAR 2 1964
ANITA BOOCHBAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

Judy Sword
[Signature]

JUDY SWORD

ARTICLE I.

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded in the office of the County Clerk of Harris County, Texas.

IN WITNESS WHEREOF, PERRY HOMES, INC., a Texas corporation, has caused this instrument to be executed by its proper officers thereunto duly authorized by resolution of its Board of Directors and to be attested and its corporate seal hereunto affixed by its Asst. Secretary on this the 7 day of July, A. D. 1972.

ATTEST:

PERRY HOMES, INC.

[Signature]
Asst. Secretary

BY: [Signature]
President

DECLARANT

RECORDER'S MEMORANDUM:
The address on this instrument was correct at the time instrument was filed and recorded.

FILED
11 AM 9 20
HARRIS COUNTY TEXAS

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photostatic copy of the original instrument in my custody and possession, as the same is on file in the County Clerk's Office of Harris County, Texas, and I hereby certify that it is a true and correct copy of the original instrument as the same is on file in the County Clerk's Office of Harris County, Texas.

JUDY SWORD



JUDY SWORD
COUNTY CLERK
HARRIS COUNTY TEXAS
By [Signature]

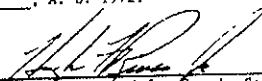
JUDY SWORD

146-39-1864

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally
appeared Bra J Perry, _____ President of
PERRY HOMES, 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 at Houston, Texas on
this the 7 day of July, A. D. 1972.



Notary Public in and for Harris County,
Texas.

146-39-1865

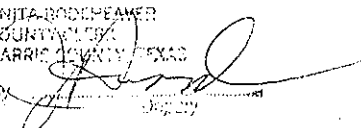
CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photostatic copy of the original instrument
now in my legal custody and possession, as the same is recorded in the
Official Public Records of Real Property in my office and indexed
on 1/12/72, and having identification number as shown
thereon, I hereby certify on

MAR 26 1974

ANITA BODEMEYER
COUNTY CLERK
HARRIS COUNTY, TEXAS





JUDY SWORD

EXHIBIT "A"

PROPERTIES

146-39-1866

A tract of land consisting of 7.332 acres located in Harris County, Texas and being a part of the A. M. Gentry Survey, Abstract 292 and being all of that certain 2.458 acre tract described in Deed from Griggs Corporation, et al to Perry Homes, Inc. said Deed recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835 (hereinafter referred to as "said 2.458 acre tract") and all that certain 4.497 acre tract described in a Deed from Griggs Corporation, et al to Perry Homes, Inc. recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Number D-519510, Film Code Number 140-24-0539 through 0542 (hereinafter referred to as "said 4.497 acre tract") and also being all that certain 22,628 square foot tract of land described in a Deed from Ayrshire Corporation to Perry Homes, Inc. recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-624779, Film Code Number 146-30-0430 through 0433 (hereinafter referred to as "said 22,628 square foot tract", and being more fully described by metes and bounds as follows:

BEGINNING at the East corner of Lot 15, Block 36 in SAGEMONT, SECTION SEVEN (7), according to the Plat thereof recorded in Volume 145, Page 109 of the Map Records of Harris County, Texas;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Northeast line of Block 36 in Sagemont, Section 7 and continuing with the Southwest line of said 2.458 acre tract and said 4.497 acre tract, a distance of 883.55 feet to an angle point;

THENCE North 40 degrees 27 minutes 40 seconds West, continuing with the Northeast line of said Block 36 and the Southwest line of said 4.497 acre tract, a distance of 126.01 feet to a point for corner, same being the West corner of said 4.497 acre tract;

THENCE North 45 degrees 13 minutes 20 seconds East, with the Northwest line of said 4.497 acre tract, a distance of 312.85 feet to a point for corner on the Southwest right-of-way line of Beamer Road, 170 feet wide, said point also being the North corner of said 4.497 acre tract;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Southwest right-of-way line of Beamer Road and the Northeast line of said 4.497 acre tract, said 2.458 acre tract and said 22,628 square foot tract, a distance of 1009.21 feet to a point for corner, same being the East corner of said 22,628 square foot tract and being on the Southeast line of said Sagemont, Section 7;

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original recorded here in my (my) custody and possession, as the same is in the Official Public Records of Real Property of Harris County, Texas, and having Microfilm Identification Number as shown thereon, I hereby certify on

MAY 13 1966

JUDY SWORD
COUNTY CLERK
HARRIS COUNTY, TEXAS



Judy Sword
JUDY SWORD

JUDY SWORD

THENCE South 45 degrees 13 minutes 20 seconds West, with the Southeast line of said 22,628 square foot tract, being common with the Southeast line of said Sagemont, Section 7, a distance of 323.25 feet to the PLACE OF BEGINNING and containing 7.332 acres of land.

146-39-1867

EXHIBIT "A" Page 2.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the Official Record now in my lawful custody and possession, as the same is reflected in the Official Public Records of Real Property in my office and the said Official Record, and having Microfilm Identification Number 14 stamped thereon, I hereby certify on

MAR 2 1964



JUDITH ROOSEMEVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

Judy Sword
Deputy

JUDY SWORD

EXHIBIT "B"

BUILDING SITE NUMBER ONE (1)

A tract of land located in Harris County, Texas, being known as SAGESMONT TOWNHOUSE BUILDING SITE NUMBER ONE (1) and also known as 12232 through 12246 Beamer Road, both inclusive, and being out of the A. M. Gentry Survey, Abstract 292, and being more particularly described by metes and bounds as follows:

COMMENCING at a point on the Southwesterly right-of-way line of Beamer Road, 170 feet wide, said point being the East corner of that certain 2.458 acre tract of land described in Deed from Griggs Corporation, et al, to Perry Homes, Inc., recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwesterly right-of-way line of Beamer Road, 170 feet wide, a distance of 149.21 feet;

THENCE South 44 degrees 48 minutes 20 seconds West, a distance of 31.12 feet to the PLACE OF BEGINNING of the herein described tract of land, same being the East corner of a tract of land known as 12246 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12246 Beamer Road, a distance of 74.33 feet to a point for corner; same being the South corner of said 12246 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest lines of said tracts known as 12232 through 12246 Beamer Road, a distance of 191.94 feet to a point for corner, same being the West corner of said 12232 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, along the Northwest line of said 12232 Beamer Road, a distance of 73.31 feet to a point for corner, same being the North corner of said 12232 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of said 12232 Beamer Road, a distance of 16.58 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with a Southeast line of said 12232 Beamer Road, a distance of 3.46 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of 12232 Beamer Road, a distance of 10.89 feet to a point for corner on the Northwest line of a tract of land known as 12234 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12234 Beamer Road, a distance of 5.13 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12234 Beamer Road, a distance of 23 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of 12234 Beamer Road, a distance of 3.33 feet to a point for corner, same being the North corner of a tract of land known as 12236 Beamer Road;

EXHIBIT "B" Page 1.

146-39-1868

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

This above is a full, true, and correct photographic copy of the original now in my legal custody and possession, as the same is in the Official Public Records of Real Property of Harris County, Texas, and having Microfilm Identification Number 432222 thereon, I hereby certify on

MAR 10 1964

ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



JUDY SWORD

146-39-1869

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12236 Beamer Road, a distance of 21 feet to a point for corner on the Northwest line of a tract of land known as 12238 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the said Northwest line of 12238 Beamer Road, a distance of 3.33 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12238 Beamer Road, a distance of 23 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12238 Beamer Road, a distance of 1.67 feet to a point for corner, same being the North corner of a tract of land known as 12240 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12240 Beamer Road, a distance of 27 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of 12240 Beamer Road, a distance of 1.66 feet to a point, same being the North corner of a tract of land known as 12242 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the northeast line of said 12242 Beamer Road, a distance of 21 feet to a point on the Northwest line of a tract of land known as 12244 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12244 Beamer Road, a distance of 3.33 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12244 Beamer Road, a distance of 23 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12244 Beamer Road, a distance of 0.67 feet to a point, same being the North corner of said 12246 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, along the Northeast line of 12246 Beamer Road, a distance of 26.47 feet to the PLACE OF BEGINNING.

EXHIBIT "B" Page 2.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true, and correct abstract copy of the original record now in my official custody and possession, as the same is filed in the Official Public Records of Real Property in my office and is available on microfiche and having Microfilm Identification Number as shown through the file, hereby certify on

MAY 12 1994



SANTA ROOSEVELT
COUNTY CLERK
HARRIS COUNTY, TEXAS

Judy Sword
County Clerk

JUDY SWORD

EXHIBIT "B"

BUILDING SITE NUMBER TWO (2)

A tract of land located in Harris County, Texas, being known as SAGEMONT TOWNHOUSE BUILDING SITE NUMBER TWO (2) and also known as 12218 through 12230 Beamer Road, both inclusive, and being out of the A. M. Gentry Survey, Abstract 292, and being more particularly described by metes and bounds as follows:

COMMENCING at a point on the Southwesterly right-of-way line of Beamer Road, 170 feet wide, said point being the East corner of that certain 2.458 acre tract of land described in Deed from Griggs Corporation, et al, to Perry Homes, Inc., recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwesterly right-of-way line of Beamer Road, 170 feet wide, a distance of 332.54 feet;

THENCE South 44 degrees 48 minutes 20 seconds West, a distance of 137.45 feet to the PLACE OF BEGINNING of the herein described tract of land, same being the North corner of a tract of land known as 12230 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12230 Beamer Road, a distance of 68.33 feet to an angle point;

THENCE South 0 degrees 11 minutes 40 seconds East, a distance of 8.49 feet to an angle point;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast lines of said tracts known as 12218 through 12230 Beamer Road, a distance of 146.29 feet to an angle point on the Southeast line of a tract of land known as 12218 Beamer Road;

THENCE South 89 degrees 48 minutes 20 seconds West, a distance of 8.49 feet to an angle point;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12218 Beamer Road, a distance of 67.33 feet to a point for corner;

146-39-1870

EXHIBIT "B" Page 1.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my custody and possession, as the address of the Official Public Records of Real Property in my office and from a microfilm, and having Microfilm Identification Number as shown thereon, I hereby certify on

MAR 27 1984



ANITA BODE-HEAVES
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Judy Sword*
Deputy
JUDY SWORD

146-39-1871

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of said 12218 Beamer Road, a distance of 16.60 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of said 12218 Beamer Road, a distance of 3.46 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of 12218 Beamer Road, a distance of 10.88 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12218 Beamer Road, a distance of 0.54 feet to a point for the West corner of a tract of land known as 12220 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12220 Beamer Road, a distance of 18.67 feet to a point on the Southwest line of a tract of land known as 12222 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of 12222 Beamer Road, a distance of 5.67 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12222 Beamer Road, a distance of 23 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the said Northeast line of 12222 Beamer Road, a distance of 5.67 feet to a point for the West corner of a tract of land known as 12224 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12224 Beamer Road, a distance of 18.67 feet to a point on the Southwest line of a tract of land known as 12226 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12226 Beamer Road, a distance of 2.34 feet to a point for corner;

EXHIBIT "B" Page 4.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original now in my legal custody and possession, as the same is in the custody of the Official Public Records of Real Property in my office and I know its location and having Microfilm Identification Number assigned thereon, I hereby certify on

MAR 2 1984

ANITA BODEWEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



By: *Judy Sword*
JUDY SWORD

JUDY SWORD

146-39-1872

TRENCHE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12226 Beamer Road, a distance of 21 feet to a point on the Southwest line of a tract of land known as 12228 Beamer Road;

TRENCHE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of 12228 Beamer Road, a distance of 3.33 feet to a point for corner;

TRENCHE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12228 Beamer Road, a distance of 23 feet to a point for corner;

TRENCHE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12228 Beamer Road, a distance of 0.67 feet to a point, same being the West corner of said 12230 Beamer Road;

TRENCHE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12230 Beamer Road, a distance of 26.47 feet to the PLACE OF BEGINNING.

EXHIBIT "B" Page 5.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true, full, and correct photostatic copy of the original and now in my legal custody and possession, to wit: the Official Public Records of Real Property in my office, as shown on the face and back of the instrument herein referred to, and being a true and correct copy of the original, I hereby certify on

SEP 12 1994

JUDY SWORD
COUNTY CLERK
HARRIS COUNTY, TEXAS



Judy Sword

JUDY SWORD

EXHIBIT "B"

BUILDING SITE NUMBER THREE (3)

A tract of land located in Harris County, Texas, being known as SAGEMONT TOWNHOUSE BUILDING SITE NUMBER THREE (3), and also known as 12202 through 12216 Beamer Road, both inclusive, and being out of the A. M. Gentry Survey, Abstract 292, and being more particularly described by metes and bounds as follows:

COMMENCING at a point on the Southwesterly right-of-way line of Beamer Road, 170 feet wide, said point being the East corner of that certain 2.458 acre tract of land described in Deed from Griggs Corporation, et al, to Perry Homes, Inc., recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwesterly right-of-way line of Beamer Road, 170 feet wide, a distance of 374.46 feet;

THENCE South 44 degrees 48 minutes 20 seconds West, a distance of 221.89 feet to the PLACE OF BEGINNING of the herein described tract of land, same being the East corner of a tract of land known as 12216 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12216 Beamer Road, a distance of 73.33 feet to a point for corner, same being the South corner of said 12216 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest lines of said tracts known as 12202 through and inclusive 12216 Beamer Road, a distance of 192.6 feet to a point for corner, same being the West corner of said 12202 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, along the Northwest line of said 12202 Beamer Road, a distance of 74.33 feet, to a point for corner, same being the North corner of said 12202 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12202 Beamer Road, a distance of 26.47 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12202 Beamer Road, a distance of 1.0 feet to a point for corner, same being the North corner of a tract of land known as 12204 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of 12204 Beamer Road, a distance of 27 feet to a point for corner on the Northwest line of a tract of land known as 12206 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12206 Beamer Road, a distance of 1.67 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12206 Beamer Road, a distance of 23 feet to a point for corner;

EXHIBIT "B" Page 6.

146-39-1873

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photostatic copy of the original record now in my official custody and possession, as the same is filed in the Official Public Records of Real Property in my office, and I am in full possession of the original, and having Microfilm Examination facilities installed therein, I hereby certify on

MAR 03 1994



ANITA RODGERS
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Handwritten Signature]

JUDY SWORD

146-39-1874

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of 12206 Beamer Road, a distance of 5.66 feet to a point for corner same being the North corner of a tract of land known as 12208 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12208 Beamer Road, a distance of 18.67 feet to a point for corner on the Northwest line of a tract of land known as 12210 Beamer Road;

THENCE North 44 degrees 28 minutes 20 seconds East, with the said Northwest line of 12210 Beamer Road, a distance of 2.33 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12210 Beamer Road, a distance of 21 feet to a point for corner on the Northwest line of a tract of land known as 12212 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12212 Beamer Road, a distance of 3.33 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12212 Beamer Road, a distance of 23 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of 12212 Beamer Road, a distance of 4.67 feet to a point, same being the North corner of a tract of land known as 12214 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of said 12214 Beamer Road, a distance of 17.33 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of said 12214 Beamer Road, a distance of 3 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of said 12214 Beamer Road, a distance of 6 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with a Southeast line of said 12214 Beamer Road, a distance of 3 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of said 12214 Beamer Road, a distance of 2.67 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with a Southeast line of 12214 Beamer Road, a distance of 0.45 feet to a point, same being the North corner of a tract of land known as said 12216 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of said 12216 Beamer Road, a distance of 10.88 feet to a point for corner;

EXHIBIT "B" Page 7.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my legal custody and possession, as the same is filed in my Office Public Records of Real Property in my office and recorded on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

MAR 23 1984



ANITA BOONEBAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Handwritten Signature]

JUDY SWORD

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of said 12216 Beamer Road, a distance of 3.45 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of said 12216 Beamer Road, a distance of 16.58 feet to the PLACE OF BEGINNING.

146-39-1875

EXHIBIT "B" Page A.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now on file in my custody and possession, as the same is a true and correct Official Public Record of Real Property in my office and is certified on this 2nd day of March, 1984, and having Microfilm Identification Number as stamped thereon, I hereby certify on

MAR 2 1984



JUDY SWORD
COUNTY CLERK
HARRIS COUNTY, TEXAS

Judy Sword

JUDY SWORD

146-39-1876

A tract of land located in Harris County, Texas, being known as SAGEBENT TOWNHOUSE BUILDING SITE NUMBER FOUR (4) and also known as 12218 through 12260 Beamer Road, both inclusive, and being out of the A. M. Gentry Survey, Abstract 292, and being more particularly described by metes and bounds as follows:

COMMENCING at a point on the Southwesterly right-of-way line of Beamer Road, 170 feet wide, said point being the East corner of that certain 3.538 acre tract of land described in Deed from Gliggs Corporation, et al, to Perry Homes, Inc., recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwesterly right-of-way line of Beamer Road, 170 feet wide, a distance of 137.46 feet to a point;

THENCE South 44 degrees 48 minutes 20 seconds West, a distance of 137.49 feet to the PLACE OF BEGINNING of the herein described tract of land, same being the East corner of a tract of land known as 12248 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with a Southeast line of said 12248 Beamer Road, a distance of 16.58 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with a Southwest line of said 12248 Beamer Road, a distance of 3.46 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with a Southeast line of said 12248 Beamer Road, a distance of 10.88 feet to a point on the Northeast line of a tract of land known as 12250 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12250 Beamer Road, a distance of 1.79 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12250 Beamer Road, a distance of 21.0 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of 12250 Beamer Road, a distance of 2.33 feet to a point for corner, same being the East corner of a tract of land known as 12252 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12252 Beamer Road, a distance of 18.67 feet to a point for corner on the Northeast line of a tract of land known as 12254 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12254 Beamer Road, a distance of 5.67 feet to a point for corner;

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my Official Office located on Broadway, and having Microfilm Identification Number as stated therein, I hereby certify on

MAR 03 1984



ASHIA BODENHEVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

146-39-1877

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12254 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12254 Beamer Road, a distance of 5.67 feet to a point for corner, same being the East corner of a tract of land known as 12256 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12256 Beamer Road, a distance of 18.67 feet to a point on the Northeast line of a tract of land known as 12258 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12258 Beamer Road, a distance of 2.33 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12258 Beamer Road, a distance of 21.0 feet to a point on the Northeast line of a tract of land known as 12260 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12260 Beamer Road, a distance of 1.67 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12260 Beamer Road, a distance of 27.47 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12260 Beamer Road, a distance of 67.33 feet to an angle point;

THENCE North 0 degrees 11 minutes 40 seconds West, a distance of 8.49 feet to an angle point in the Northwest line of said 12260 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest lines of said 12248 through 12260 Beamer Road, a distance of 145.28 feet to an angle point in the Northwest line of said 12248 Beamer Road;

THENCE North 89 degrees 48 minutes 20 seconds East, a distance of 8.49 feet to an angle point in the Northeast line of said 12248 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12248 Beamer Road, a distance of 67.33 feet to the PLACE OF BEGINNING.

EXHIBIT "B" Page 10.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true and correct photostatic copy of the original and now in my custody and possession, which is the original of the Official Public Records of said County, and I, the undersigned, do hereby certify that the same is a true and correct copy of the original.



JUDY SWORD

JUDY SWORD
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

EXHIBIT "B"

BUILDING SITE NUMBER FIVE (5)

A tract of land located in Harris County, Texas, being known as SAGEMONT TOWNHOUSE BUILDING SITE NUMBER FIVE (5), and also known as 12262 through 12284 Beamer Road, both inclusive, and being out of the A. M. Gentry Survey, Abstract 292, and being more particularly described by metes and bounds as follows:

146-39-1878

COMMENCING at a point on the Southwesterly right-of-way line of Beamer Road, 170 feet wide, said point being the East corner of that certain 2.458 acre tract of land described in Deed from Griggs Corporation, et al, to Perry Homes, Inc., recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwesterly right-of-way line of Beamer Road, 170 feet wide, a distance of 101.55 feet to a point;

THENCE South 44 degrees 48 minutes 20 seconds West, a distance of 27.45 feet to the PLACE OF BEGINNING for the herein described tract of land, same being the North corner of a tract of land known as 12284 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12284 Beamer Road, a distance of 67.33 feet to an angle point;

THENCE South 0 degrees 11 minutes 40 seconds East, a distance of 8.49 feet to an angle point;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said tracts known as 12262 through 12284 Beamer Road, a distance of 256.28 feet to an angle point on the Southeast line of said 12262 Beamer Road;

THENCE South 89 degrees 48 minutes 20 seconds West, a distance of 8.49 feet to an angle point on the Southwest line of said 12262 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwest line of said 12262 Beamer Road, a distance of 67.33 feet to a point for corner, same being the West corner of said 12262 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of said 12262 Beamer Road, a distance of 16.64 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of said 12262 Beamer Road, a distance of 3.46 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of 12262 Beamer Road, a distance of 10.83 feet to a point for corner on the Southwest line of a tract of land known as 12264 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12264 Beamer Road, a distance of 5.13 feet to a point for corner;

EXHIBIT "B" Page 11.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct copy of the original as the same is now in my lawful custody and possession, as the records clerk of the Official Public Records of Real Property in the Office and Station of the Clerk of the County, and having Microfilm Identification Number of the said record, I hereby certify on



AMITA H. SWORD
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Handwritten Signature]

AMITA H. SWORD

146-39-1879

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12264 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of 12264 Beamer Road, a distance of 3.34 feet to a point for corner, same being the West corner of a tract of land known as 12266 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12266 Beamer Road, a distance of 21.0 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of 12266 Beamer Road, a distance of 2.33 feet to a point for the West corner of a tract of land known as 12268 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12268 Beamer Road, a distance of 18.67 feet to a point on the Southwest line of a tract of land known as 12270 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12270 Beamer Road, a distance of 5.67 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12270 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of 12270 Beamer Road, a distance of 3.33 feet to a point, same being the West corner of a tract of land known as 12272 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12272 Beamer Road, a distance of 21.0 feet to a point on the Southwest line of a tract of land known as 12274 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12274 Beamer Road, a distance of 3.33 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12274 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12274 Beamer Road, a distance of 3.33 feet to a point, same being the West corner of a tract of land known as 12276 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, along the Northwest line of 12276 Beamer Road, a distance of 21.0 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12276 Beamer Road, a distance of 2.34 feet to a point, same being the West corner of a tract of land known as 12278 Beamer Road;

EXHIBIT "B" Page 12.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photostatic copy of the original filed now in my custody and possession, as the County Clerk, County of Harris, Texas, of the Public Records of Real Property in my office and I hereby certify on this 2nd day of March, A.D. 1994, that the above is a true and correct copy of the original.

MAR 2 9 1994



ANITA BODEHEAVEN
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Handwritten Signature]

JUDY SWORD

146-39-1880

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12278 Beamer Road, a distance of 18.67 feet to a point on the Southwest line of a tract of land known as 12280 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12280 Beamer Road, a distance of 2.34 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12280 Beamer Road, a distance of 21.0 feet to a point on the Southwest line of a tract of land known as 12282 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12282 Beamer Road, a distance of 3.33 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12282 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12282 Beamer Road, a distance of 5.13 feet to a point, same being the West corner of said 12284 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of said 12284 Beamer Road, a distance of 10.88 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with a Southwest line of said 12284 Beamer Road, a distance of 3.46 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of said 12284 Beamer Road, a distance of 16.58 feet to the PLACE OF BEGINNING.

EXHIBIT 'B' Page 11.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photograph copy of the original recorded map in the public custody and possession of the County Clerk of Harris County, Texas, and is a true and correct copy of the original recorded map as shown on the original map having Microfilm Identification Number as stamped thereon. I hereby certify that

RECORDED 8-1-84

ANITA B. JOHNSON
COUNTY CLERK
HARRIS COUNTY, TEXAS



JUDY SWORD

EXHIBIT "A"

BUILDING SITE NUMBER SIX (6)

A tract of land located in Harris County, Texas, being known as SAGEMONT TOWNHOUSE BUILDING SITE NUMBER SIX (6) and also known as 12130 through 12152 Beamer Road, both inclusive, and being out of the A. M. Gentry Survey, Abstract 292, and being more particularly described by metes and bounds as follows:

COMMENCING at a point on the Southwesterly right-of-way line of Beamer Road, 170 feet wide, said point being the East corner of that certain 2.458 acre tract of land described in Deed from Griggs Corporation, et al to Perry Homes, Inc., recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwesterly right-of-way line of Beamer Road, 170 feet wide, a distance of 837.99 feet;

THENCE South 44 degrees 48 minutes 20 seconds West, a distance of 27.45 feet to the PLACE OF BEGINNING of the herein described tract of land, same being the East corner of a tract of land known as 12130 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with a Southeast line of said 12130 Beamer Road, a distance of 16.58 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with a Southwest line of said 12130 Beamer Road, a distance of 3.45 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, along a Southeast line of said 12130 Beamer Road, a distance of 10.88 feet, to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12130 Beamer Road, a distance of 0.54 feet to a point for corner, same being the East corner of a tract of land known as 12132 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12132 Beamer Road, a distance of 18.67 feet to a point for corner on the Northeast line of 12134 Beamer Road.

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of 12134 Beamer Road, a distance of 2.33 feet to a point for corner;

146-39-1881

EXHIBIT "B" Page 14.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true, true, and correct photographic copy of the original record now in my legal custody and possession, as the same is the original Official Public Records of Real Property as required by law, recorded on this date, and having Microfilm Identification Number as stamped thereon, I hereby certify on

MAR 27 1964



JENITA ROOSEBAUGH
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Handwritten Signature]

JUDY SWORD

146-39-1882

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said Beamer Road, a distance of 21 feet to a point for corner on the Northeast line of a tract of land known as 12136 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12136 Beamer Road, a distance of 3.33 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of 12136 Beamer Road, a distance of 23 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12136 Beamer Road, a distance of 5.67 feet to a point for corner, same being the East corner of a tract of land known as 12138 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12138 Beamer Road, a distance of 18.67 feet to a point for corner on the Northeast line of a tract of land known as 12140 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12140 Beamer Road, a distance of 5.67 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12140 Beamer Road, a distance of 23 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12140 Beamer Road, a distance of 3.33 feet to a point for corner, same being the East corner of a tract of land known as 12142 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of 12142 Beamer Road, a distance of 21 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12142 Beamer Road, a distance of 2.33 feet to a point for corner, same being the East corner of a tract of land known as 12144 Beamer Road;

EXHIBIT "B" Page 15.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true, and correct photographic copy of the original now in my custody and possession as the undersigned is the Official Public Surveyor of said County, and I have compared the same with the original and find it correct in every particular, and I hereby certify that the same is a true and correct copy of the original.

MAR 2 1981



WANDA R. COLEMAN
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Handwritten Signature]

JUDY SWORD

146-39-1883

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said Beamer Road, a distance of 18.67 feet to a point for corner on the Northeast line of a tract of land known as 12146 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12146 Beamer Road, a distance of 5.66 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12146 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12146 Beamer Road, a distance of 3.33 feet to a point for corner, same being the East corner of a tract of land known as 12148 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12148 Beamer Road, a distance of 21.0 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwest line of said 12148 Beamer Road, a distance of 2.33 feet to a point for corner, same being the East corner of a tract of land known as 12150 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12150 Beamer Road, a distance of 18.67 feet to a point for corner on the Northeast line of a tract of land known as 12152 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12152 Beamer Road, a distance of 4.0 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12152 Beamer Road, a distance of 27.46 feet to a point for corner, same being the South corner of said 12152 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12152 Beamer Road, a distance of 67.33 feet to an angle point;

EXHIBIT "B" Page 16.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the [unclear] record now in my [unclear] custody and possession, as the same is [unclear] the Official Public Records of Real Property in my office and [unclear] on [unclear], the having Microfilm Identification Number [unclear] therein, I hereby certify on

MAR 9 1984

ANITA BOGGS LAMER
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Handwritten Signature]

JUDY SWORD

THENCE North 0 degrees 11 minutes 40 seconds West, a distance of 8.49 feet to an angle point on the Northwest line of said 12152 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest lines of said 12130 through 12152 Beamer Road, a distance of 249.6 feet to an angle point on the Northwest line of 12130 Beamer Road;

THENCE North 89 degrees 48 minutes 20 seconds East, a distance of 8.49 feet to an angle point on the Northeast line of said 12130 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12130 Beamer Road, a distance of 67.33 feet to the PLACE OF BEGINNING.

146-39-1884

EXHIBIT "A" Page 17.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photostatic copy of the original record now in the actual custody and possession of the County Clerk of the Office of Public Records of Real Property in the office and file of said County Clerk, and having Microfilm Identification Number as stamped herein, I hereby certify on

MAR 2 3 1984



ANITA ROOSEBAUGH
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

146-39-1885

A tract of land located in Harris County, Texas, being known as SAGEMONT TOWNHOUSE BUILDING SITE NUMBER SEVEN (7) and also known as 12168 through 12182 Beamer Road, both inclusive, and being out of the A. M. Gentry Survey, Abstract 292, and being more particularly described by metes and bounds as follows:

COMMENCING at a point on the Southwesterly right-of-way line of Beamer Road, 170 feet wide, said point being the East corner of that certain 2.458 acre tract of land described in Deed from Griggs Corporation, et al, to Perry Homes, Inc. recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwesterly right-of-way line of Beamer Road, 170 feet wide, a distance of 600.36 feet to a point;

THENCE South 44 degrees 48 minutes 20 seconds West, a distance of 32.24 feet to the PLACE OF BEGINNING of the herein described tract of land, same being the East corner of a tract of land known as 12182 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12182 Beamer Road, a distance of 73.34 feet to a point for corner, same being the South corner of said 12182 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds East, with the Southwest lines of said tracts known as 12168 through 12182 Beamer Road, a distance of 191.92 feet to a point for corner, same being the West corner of said 12168 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, along the Northwest line of said 12168 Beamer Road, a distance of 74.33 feet to a point for corner, same being the North corner of said 12168 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12168 Beamer Road, a distance of 26.46 feet to a point for corner on the Northwest line of a tract of land known as 12170 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East with the Northwest line of said 12170 Beamer Road, a distance of 0.67 feet to a point for corner;

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a true, true, and correct photocopy of a copy of the original record now in the custody and possession of the undersigned, the Official Public Records of Real Property of Harris County, Texas, and being Microfilm reproduction number 134-40-0832 through 0835, Harris County, Texas.

MAR 2 1984

ANTHONY SAYER
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Signature]
JUDY SWORD

146-39-1886

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12170 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12170 Beamer Road, a distance of 3.33 feet to a point for corner, same being the North corner of a tract of land known as 12172 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12172 Beamer Road, a distance of 21.0 feet to a point for corner on the Northwest line of a tract of land known as 12174 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East with the Northwest line of 12174 Beamer Road, a distance of 1.67 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12174 Beamer Road, a distance of 27.0 feet to a point for corner on the Northwest line of a tract of land known as 12176 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the said Northwest line of 12176 Beamer Road, a distance of 1.63 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12176 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12176 Beamer Road, a distance of 3.33 feet to a point for corner, same being the North corner of a tract of land known as 12178 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12178 Beamer Road, a distance of 21.0 feet to a point for corner on the Northwest line of a tract of land known as 12180 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of 12180 Beamer Road, a distance of 3.33 feet to a point for corner;

EXHIBIT "B" Page 19.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is returned to the Official Public Records of Real Property in my office and I have in an Information and Filing Microfilm Identification Number as shown thereon, I hereby certify on

MAR 2 1984

ANITA ROBERTS-BAVER
COUNTY CLERK
HARRIS COUNTY TEXAS



Judy Sword
County Clerk

JUDY SWORD

146-39-1887

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12180 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12180 Beamer Road, a distance of 5.12 feet to a point, same being the North corner of 12182 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12182 Beamer Road, a distance of 10.88 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of said 12182 Beamer Road, a distance of 3.46 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of 12182 Beamer Road, a distance of 16.58 feet to the PLACE OF BEGINNING.

EXHIBIT "B" Page 20.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original plat filed in my office custody and possession, at the County Clerk's Office, County of Harris, State of Texas, in my office and files on the 15th day of March, 1934, and having Microfilm Identification Number 146-39-1887 through, I hereby certify on



MARCH 15 1934
J. W. BARTON, CLERK
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

EXHIBIT "B"

BUILDING SITE NUMBER EIGHT (8)

A tract of land located in Harris County, Texas, being known as SAGEMONT TOWNHOUSE BUILDING SITE NUMBER EIGHT (8) and also known as 12154 through 12166 Beamer Road, both inclusive, and being out of the A. M. Gentry Survey, Abstract 292, and being more particularly described by metes and bounds as follows:

COMMENCING at a point on the Southwesterly right-of-way line of Beamer Road, 170 feet wide, said point being the east corner of that certain 2.458 acre tract of land described in Deed from Griggs Corporation, et al, to Perry Homes, Inc., recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, Film Code Number 134-40-0832 through 0835;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwesterly right-of-way line of Beamer Road, 170 feet wide, a distance of 784.78 feet to a point;

THENCE South 44 degrees 48 minutes 20 seconds West, a distance of 137.47 feet to the PLACE OF BEGINNING of the herein described tract of land, same being the North corner of a tract of land known as 12166 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12166 Beamer Road, a distance of 67.33 feet to an angle point;

THENCE South 0 degrees 11 minutes 40 seconds East, a distance of 8.49 feet to an angle point in the Southeast line of said 12166 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast lines of said tracts known as 12154 through 12166 Beamer Road, a distance of 145.26 feet to an angle point;

THENCE South 89 degrees 48 minutes 20 seconds West, a distance of 8.49 feet to an angle point on the Southwest line of said 12154 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwest line of said 12154 Beamer Road, a distance of 67.33 feet to a point for corner, same being the West corner of said 12154 Beamer Road;

146-39-1889

EXHIBIT "B" Page 21.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

This shows is a full, true, and correct photostatic copy of the original record
now in my legal custody and possession, of the above described
Official Public Records of Real Property of Harris County, Texas, as
on file with me, and having Microfilm Identification Number as shown
thereon, I hereby certify on

MAR 2 2014



ANITA BOON-LAWER
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

146-39-1889

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of said 12154 Beamer Road, a distance of 16.58 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with a Northeast line of said 12154 Beamer Road, a distance of 3.46 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with a Northwest line of 12154 Beamer Road, a distance of 10.88 feet to a point for corner on the Southwest line of a tract of land known as 12156 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12156 Beamer Road, a distance of 1.79 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12156 Beamer Road, a distance of 21.0 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of 12156 Beamer Road, a distance of 2.33 feet to a point for corner, same being the West corner of a tract of land known as 12158 Beamer Road;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12158 Beamer Road, a distance of 18.67 feet to a point for corner on the Southwest line of a tract of land known as 12160 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the said Southwest line of 12160 Beamer Road, a distance of 5.67 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with the said Northwest line of 12160 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12160 Beamer Road, a distance of 5.67 feet to a point for corner, same being the West corner of a tract of land known as 12162 Beamer Road;

EXHIBIT "B" Page 22.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my legal custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and indexed on microfiche, and having Microfilm Identification Number 22-44642-1234567. I hereby certify on

MAR 2 1994

UNITA BROWN-LAWREN
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Handwritten Signature]

JUDY SWORD

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12162 Beamer Road, a distance of 18.67 feet to a point for corner on the Southwest line of a tract of land known as 12164 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12164 Beamer Road, a distance of 2.33 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of 12164 Beamer Road, a distance of 21.0 feet to a point for corner on the Southwest line of said 12166 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12166 Beamer Road, a distance of 1.67 feet to a point for corner;

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest line of said 12166 Beamer Road, a distance of 27.46 feet to the PLACE OF BEGINNING.

146-39-1890

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and indexed on location, and having Microfilm Identification Number as stamped thereon, I hereby certify on

MAR 9 2004

SANTA FE COUNTY
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Handwritten Signature]
Judy Sword

JUDY SWORD

EXHIBIT "B"

BUILDING SITE NUMBER NINE (9)

A tract of land located in Harris County, Texas, being known as SAGEMONT TOWNHOUSE BUILDING SITE NUMBER NINE (9) and also known as 12184 through 12196 Beamer Road, both inclusive, and being out of the A. M. Gentry Survey, Abstract 292, and being more particularly described by metes and bounds as follows:

COMMENCING at a point on the Southwesterly right-of-way line of Beamer Road, 170 feet wide, said point being the East corner of that certain 2.458 acre tract of land described in Deed from Griggs Corporation, et al, to Perry Homes, Inc., recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number D-432222, File Code Number 134-40-0832 through 0835;

THENCE North 45 degrees 11 minutes 40 seconds West, along the Southwesterly right-of-way line of Beamer Road, 170 feet wide, a distance of 609.09 feet to a point;

THENCE South 44 degrees 48 minutes 20 seconds West, a distance of 137.50 feet to the PLACE OF BEGINNING of the herein described tract of land, same being the East corner of a tract of land known as 12184 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12184 Beamer Road, a distance of 26.46 feet to a point for corner on the Northeast line of a tract of land known as 12186 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of 12186 Beamer Road, a distance of 0.66 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, along the Southeast line of said 12186 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12186 Beamer Road, a distance of 3.33 feet to a point for corner, same being the East corner of a tract of land known as 12188 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12188 Beamer Road, a distance of 21.0 feet to a point for corner;

146-39-1891

EXHIBIT "B" Page 34.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and indexed on 1/14/04, and having Microfilm Identification Number as stamped thereon, I hereby certify on

FEB 10 2004

ANITA FORDE BAWEL
COUNTY CLERK
HARRIS COUNTY TEXAS



[Handwritten Signature]

JUDY SWORD

146-39-1892

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of 12188 Beamer Road, a distance of 2.33 feet to a point for corner, same being the East corner of a tract of land known as 12190 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12190 Beamer Road, a distance of 18.67 feet to a point for corner on the Northeast line of a tract of land known as 12192 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12192 Beamer Road, a distance of 5.66 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of 12192 Beamer Road, a distance of 23.0 feet to a point for corner;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12192 Beamer Road, a distance of 5.66 feet to a point for corner, same being the East corner of a tract of land known as 12194 Beamer Road;

THENCE South 44 degrees 48 minutes 20 seconds West, with the said Southeast line of 12194 Beamer Road, a distance of 18.67 feet to a point for corner on the Northeast line of a tract of land known as 12196 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12196 Beamer Road, a distance of 3.99 feet to a point for corner;

THENCE South 44 degrees 48 minutes 20 seconds West, with the Southeast line of said 12196 Beamer Road, a distance of 27.46 feet to a point for corner, same being the South corner of said 12196 Beamer Road;

THENCE North 45 degrees 11 minutes 40 seconds West, with the Southwest line of said 12196 Beamer Road, a distance of 67.33 feet to an angle point;

THENCE North 0 degrees 11 minutes 40 seconds West, a distance of 8.49 feet to an angle point on the Northwest line of said 12196 Beamer Road;

EXHIBIT "A" Page 25.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is reflected in the Official Public Records of Real Property in my office and preserved on microfilm, and having Microfilm Identification Number 22 stamped thereon, I hereby certify on

146-39-1892



JANIA ROOSENBERRY
COUNTY CLERK
HARRIS COUNTY, TEXAS

Judy Sword
County Clerk

JUDY SWORD

THENCE North 44 degrees 48 minutes 20 seconds East, with the Northwest lines of said 12184 through 12196 Beamer Road, a distance of 146.26 feet to an angle point on the Northwest line of 12184 Beamer Road;

THENCE North 89 degrees 48 minutes 20 seconds East, a distance of 8.49 feet to an angle point on the Northeast line of said 12184 Beamer Road;

THENCE South 45 degrees 11 minutes 40 seconds East, with the Northeast line of said 12184 Beamer Road, a distance of 68.34 feet to the PLACE OF BEGINNING.

146-39-1893

EXHIBIT "B" Page 26.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Seal Property in my office and preserved on microfiche, and having Microfilm Identification Number as stamped herein, I hereby certify as

MAR 2 7 1994



ANITA BOGGS-BEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

THE STATE OF TEXAS |
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS: THAT

THE UNDERSIGNED, owner and holder of liens against the property known as SAGEMONT TOWNHOUSES, said property and lands being more particularly described in Deeds of Trust duly filed for record in the Office of the County Clerk of Harris County, Texas under Clerk's File Number D-536638 and Clerk's File Number D-560961, respectively, do hereby execute this instrument to evidence its consent to the provisions of the foregoing instrument executed by Bob J. Perry as President of Perry Homes, Inc., hereinafter called "said instrument".

148-39-1894

1.

The execution hereof by the undersigned shall not be considered as a subordination of any liens now held by the undersigned against the said property to any lien expressed or set forth in said instrument to secure any maintenance charge against any portion of said property.

2.

The undersigned does not waive any right to consent to and/or approve the creation of any other and further restrictions against any portion of the said properties.

EXECUTED this the 10th day of July, A. D. 1972.

ATTEST:

AMERICAN SAVINGS AND LOAN ASSOCIATION OF HOUSTON 10A

Oliver E. Lopez
President, Secretary

BY: *Bob J. Perry*
FIRST VICE PRESIDENT



RECORDER'S MEMORANDUM:
The duplicate on this instrument was
present at the time instrument was filed
and recorded.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

This affords a full, true, and correct photographic copy of the original record now in my legal custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number so stamped thereon I hereby certify on

JUL 12 1972



JUDY SWORD
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUDY SWORD

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally
appeared RALPH B LEE, JR ^{VICE} President
of AMERICAN SAVINGS AND LOAN ASSOCIATION OF HOUSTON, a corporation, known
to me to be the person whose name is subscribed to the foregoing instru-
ment, 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 at Houston, Texas, on
this the 10th day of July, A. D. 1972.

Elaine Blom
Notary Public in and for Harris County,
Texas.



146-39-1895

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record
now in my lawful custody and possession, as the same is in the
Office of Public Records of Real Property in my office and treated
as such, and having Microfilm Identification Number as stated
thereon, I hereby certify as

MAR 29 1981



ANITA ROOSEBAUGH
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]

JUDY SWORD

146-39-1896

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
the Public Records on the date and at the time stated
herein by me, and was duly recorded in the Official
Public Records of Real Property of Harris County, Texas on

JUL 11 1972



John C. Gentry
COUNTY CLERK
HARRIS COUNTY, TEXAS

PEREY HORSES, INC.

TO

THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS
AND
RESTRICTIONS

Return to
Harrie Smith
P. O. Box 52850
Houston, Texas 77052

DAVID DONOGHUE
Attorney-at-Law
Houston Title Building
Houston, Texas 77002

DAVID DONOGHUE
Attorney-at-Law
Houston Title Building
Houston, Texas 77002

C-6927

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true and correct photographic copy of the original record
now in my lawful custody and possession, on the same is returned in the
Official Public Records of Real Property in my office and preserved
on execution, and having Mistake Identification Number as stamped
thereon, I hereby certify on

MAR 29 1984

ANITA ROBEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



Judy Sword

JUDY SWORD