



- ▮ Boundary
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special
- Unmapped/ Not Included
- Crude Oil
- Natural Gas
- Other

**OWNER / DEVELOPER**  
**WILDFLOWER ESTATES, L.L.C.**  
 2012 LOOP 290 EAST  
 BRENNHAM, TEXAS 77833  
 (409) 830-8333

**DONALD W. LAMPE**  
 REGISTERED PROFESSIONAL LAND SURVEYORS  
 202 EAST LEBRON STREET  
 P. O. BOX 2037  
 BRENNHAM, TEXAS 77834  
 (409) 836-6777 FAX (409) 836-1777

**SECTION ONE**  
**Wildflower Estates**  
 A SUBDIVISION OF 43.200 ACRES CONSISTING OF  
 24 PARCELS OF LAND AND THE ROADS SHOWN HEREON,  
 BEING A PORTION OF THE SAME LAND DESCRIBED IN A DEED TO  
 WILDFLOWER ESTATES, L.L.C. RECORDED IN VOLUME 799, PAGE 461,  
 OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.

**WITNESSES** My name, Washington County, Texas, this 15th day of January, 1998.

I, Donald W. Lampe, County Clerk and Bridge Administrator, do hereby certify that the plat of this subdivision complies with the requirements of the laws of this state and is a true and correct copy of the same as the same appears on the original plat on file in my office.

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WITNESSE MY HAND AND SEAL OF OFFICE, at Brenham, Washington County, Texas, this 15th day of January, 1998.

Donald W. Lampe  
 County Clerk and Bridge Administrator

APPROVED BY THE COMMISSIONERS' COURT ACKNOWLEDGMENT  
 COUNTY AND AN ORDER APPROVING A PLAT OF A SUBDIVISION  
 COUNTY OF WASHINGTON, TEXAS, DO HEREBY  
 CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE RELEVANT RULES AND  
 REGULATIONS OF THIS STATE AS ENACTED BY THE WASHINGTON COUNTY COMMISSIONERS' COURT.

Commissioner, Precinct 3  
 Commissioner, Precinct 4  
 Commissioner, Precinct 5  
 Commissioner, Precinct 6  
 Commissioner, Precinct 7  
 Commissioner, Precinct 8  
 Commissioner, Precinct 9  
 Commissioner, Precinct 10  
 Commissioner, Precinct 11  
 Commissioner, Precinct 12  
 Commissioner, Precinct 13  
 Commissioner, Precinct 14  
 Commissioner, Precinct 15  
 Commissioner, Precinct 16  
 Commissioner, Precinct 17  
 Commissioner, Precinct 18  
 Commissioner, Precinct 19  
 Commissioner, Precinct 20  
 Commissioner, Precinct 21  
 Commissioner, Precinct 22  
 Commissioner, Precinct 23  
 Commissioner, Precinct 24

NOTARIAL PUBLIC  
 DONALD W. LAMPE  
 COUNTY OF WASHINGTON, TEXAS  
 My Commission Expires 01/15/2001  
 (Notary Public License No. 019197)

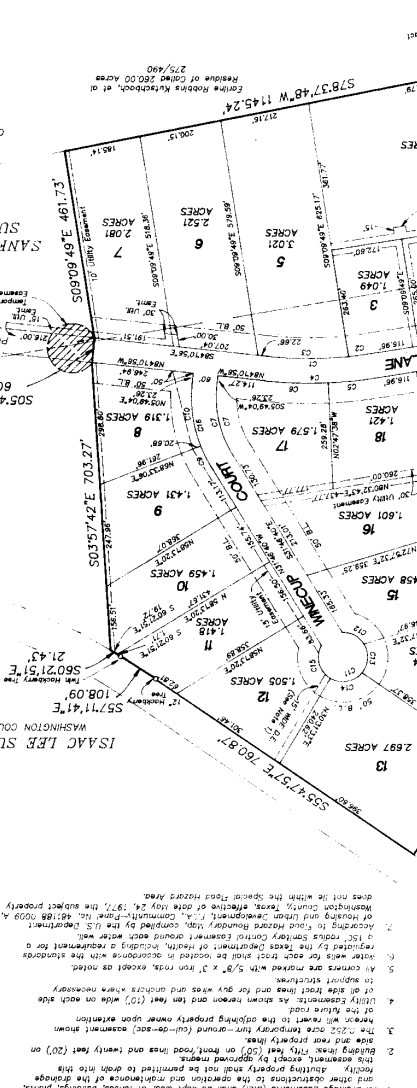
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C2	65.00'	1.27'	87.14°	1.144°
C3	133.00'	2.53'	87.14°	2.287°
C4	65.00'	1.27'	87.14°	1.144°
C5	133.00'	2.53'	87.14°	2.287°
C6	65.00'	1.27'	87.14°	1.144°
C7	133.00'	2.53'	87.14°	2.287°
C8	65.00'	1.27'	87.14°	1.144°
C9	133.00'	2.53'	87.14°	2.287°
C10	65.00'	1.27'	87.14°	1.144°
C11	133.00'	2.53'	87.14°	2.287°
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C18	65.00'	1.27'	87.14°	1.144°
C19	133.00'	2.53'	87.14°	2.287°
C20	65.00'	1.27'	87.14°	1.144°
C21	133.00'	2.53'	87.14°	2.287°
C22	65.00'	1.27'	87.14°	1.144°
C23	133.00'	2.53'	87.14°	2.287°
C24	65.00'	1.27'	87.14°	1.144°

**SAVARD WOODWARD SURVEY A-12**  
 505°49'4"W 60.00'  
 PROPOSED FUTURE ROAD EXTENSION

**DAVID LAWRENCE SURVEY A-75**  
 557°14'E 108.09'  
 562°15'E 21.43'

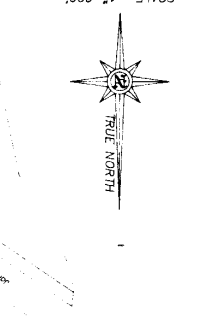
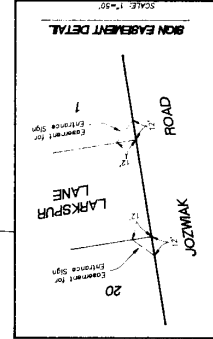
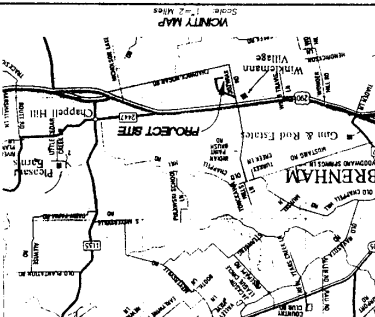
**ISAAC LEB SURVEY A-77**  
 557°14'E 108.09'  
 562°15'E 21.43'

**WILDFLOWER ESTATES, L.L.C.**  
 Called 199.461  
 505°49'4"W 60.00'



**NOTES**

1. All drainage easements (DE) shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
2. Easements for utility lines (UL) shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
3. The 20-foot easement for utility lines (UL) shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
4. Utility easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
5. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
6. Water wells for each tract that are located in accordance with the standards required by the Texas Department of Health, including a requirement for a 150-foot radius sanitary control easement around each well.
7. The 150-foot radius sanitary control easement around each well shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
8. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
9. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
10. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
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15. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
16. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
17. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
18. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
19. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
20. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
21. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
22. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
23. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.
24. All easements shall be kept clear of trees, buildings, drains and other obstructions to the operation and maintenance of the drainage system.



349B

**RESTRICTIONS and PROTECTIVE COVENANTS  
Wildflower Estates - Section One**

STATE OF TEXAS \*  
\*  
COUNTY OF WASHINGTON \*      KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WILDFLOWER ESTATES, L.L.C., a Texas Limited Liability Company (the "Owner"), having its principal office and place of business located at P. O. Box 2037 Brenham, Washington, County, Texas 77834, acting herein through its duly authorized Member and in accordance with a Unanimous Consent of Members of even date, is the legal and equitable owner of that certain tract or parcel of land situated in Washington County, Texas, out of the S. Woodward, D. Lawrence and Isaac Lee Leagues, being the same property described in a Warranty Deed dated September 21, 1995, executed by Dominic Moore-Jones and wife, Elizabeth Moore-Jones, to Wildflower Estates, L.L.C., recorded in Volume 799, Page 461, Official Records of Washington County, Texas,

WHEREAS, Owner intends to and presently is subdividing a portion of said land as more particularly described by field notes attached hereto as Exhibit "A" which is made a part hereof for all purposes by this reference (the "Property") into twenty (24), more or less, parcels of land, and which subdivision is to be known and titled as "Wildflower Estates-Section One"; and

WHEREAS, Owner, as developer of the subdivision, desires to adopt, create and implement a uniform plan for the use, improvement and development of the all the parcels and lots in the subdivision for the mutual benefit of the present and future owners of said parcels and lots within the subdivision.

NOW THEREFORE, know all men by these presents that Owner has and hereby does ESTABLISH, ADOPT, ESTABLISH the following Conditions, Covenants and Restrictions which shall be applicable to all parcels and lots in said subdivision of the Property:

**PART I. RESERVATIONS**

1. Presumption of Applicability: Any subsequent deed or other instrument of conveyance hereafter executed covering all or any part of the Property shall be deemed to have been executed, delivered and accepted subject to the conditions, covenants, and restrictions herein imposed, whether or not the same are expressly set out or referenced therein.

2. Oil, Gas and Minerals: All oil, gas and other minerals situated in, on or under the surface of the Property, including but not limited to any portion of the Property now or hereafter lying within any public street or roadway located on the Property, shall be and hereby are reserved and retained by and unto Wildflower Estates, L.L.C., its successors and assigns, and shall be and hereby are expressly excluded and excepted from any future conveyance of the Property, or any part thereof, unless otherwise expressly and specifically provided in the deeds or other instrument of conveyance hereafter executed and delivered by Owner, its successors or assigns. Provided however, Owner hereby covenants and agrees with those persons or parties purchasing or acquiring any parcels, lots or other part of the Property as follows:

a. No operations or conduct of activity for drilling, exploration and/or development of oil, gas and other minerals shall be conducted on the surface of the Property, or any part thereof, without the express written consent of the surface owner of such parcel, lot or part of the Property upon which such operations are proposed;

b. Notwithstanding such consent, under no circumstances shall any such surface operations be located within 1,000 feet of any building located on any parcel, lot or other part of the Property; and

- c. Any oil, gas and mineral lease or leases granted by Owner to any third party shall contain express provisions incorporating the provisions and restrictions imposed by the foregoing two paragraphs.

Notwithstanding the foregoing, nothing contained herein shall be construed to prohibit or restrict Owner from executing oil, gas and mineral leases that (i) permit the pooling of the Property or any part thereof with land(s) owned by others to form or establish a pool or unit for the purpose of exploration, drilling and/or production by means of a well or wells located on lands other than lands included within the Property; or (ii) authorize or permit the recovery of oil, gas and other minerals from the Property or any part thereof by means of directional or horizontal drilling or similar technique which do not injure, impair or invade the surface of any lands located within the Property without any prior consent being required.

3. Public Streets: Legal title in and to all roads and streets shown on the map or plat of the subdivision shall be and hereby is specifically reserved by Owner, its successors and assigns, but subject to the rights of owners of parcels or lots in the Property and their invitees to use and enjoy the same for the purposes intended. However, Owner, its successors and assigns, reserves the right to dedicate any and all such roads and streets at such time or times and upon such terms and conditions as it may elect.

## PART II. - USE

1. Single Family Residence: All tracts or lots shall be used only for single-family residence purposes and/or agricultural purposes.

2. Agricultural Use: For purposes hereof, the term "agricultural" purpose or use shall be limited as follows:

a. Raising of cattle and livestock shall be permitted, however under no circumstances shall commercial feedlot type operations or commercial poultry operations shall be permitted.

b. Livestock shall be limited to one (1) animal unit per acre, except with reference to sheep or goats, two (2) animal units per acre shall be allowed.

c. Any animal with unweaned offspring shall be deemed and considered to be a single animal unit, otherwise each head of cattle or other livestock shall be deemed to a single animal unit.

d. Where a combination of types of animal units are kept on a lot, the total number allowed shall be determined by allocating one acre per animal unit, regardless of kind, except for sheep and goats, in which case two animal units shall be allowed to the acre(s) allocated for sheep or goats.

d. No swine shall be permitted except for those being used solely for 4H, FFA Club or similar organization projects, and then not to exceed two head per family.

e. Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit", provided they are kept, bred or maintained for non-commercial purposes.

f. All lots, pens, and other areas where cattle or livestock are kept or raised shall be kept in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to keep down flies and other insects so as not to become a nuisance to others in the subdivision.

3. Commercial Use Prohibited: Commercial activity, whether for profit or not, open to the public or business invitees shall be prohibited. Similarly, except for limited agricultural use as above provided, no commercial

use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or wares shall be permitted.

4. Inoperable Vehicles, Machinery and Junk: Each owner and occupant shall keep their property reasonably clean and free of trash, inoperable or abandoned vehicles and machinery, and junk.

5. Nuisance: In addition to any of the foregoing, no use or activity on any part of any tract that constitutes a public nuisance shall be allowed.

### PART III - STRUCTURES

1. Residences: No more than one (1) single family residential building shall be erected or situated per lot or tract. Each single family residential structure shall contain not less than 1600 square feet of covered living area and shall have an exterior construction of not less 60% brick, stone, masonry or similar material, exclusive of open porches, patios, garages and other out buildings. No mobile home, pre-fabricated structure, or existing house shall be moved onto the property. No garage, stable, barn or other outbuilding erected on a lot or parcel shall be used as a residence or living quarters, except by servant or servants engaged on the premises.

2. Temporary Structures: Except for and during the period of initial construction, no structure of a temporary character shall be permitted upon any parcel or lot or any part thereof, including but not limited to mobile homes, trailer houses, tents, shacks or railroad cars of any type. Temporary structures permitted during initial construction shall be promptly removed at completion of construction. Portable buildings used for accessory or storage purposes may be allowed, provided that they shall be limited to eight (8') feet in height and must be located so as to comply with the setback requirements as below provided.

3. Sewage and Water: No outdoor toilets or privies shall be erected on any tract. Only septic tank or other sewage disposal system shall be used. All septic tank and/or other sewage disposal system shall be constructed and maintained in accordance with the standards, rules and regulations specified by the Texas Department of Health and any other governmental authority having jurisdiction over the Property. Similarly, any water well drilled and/or located on any lot shall be located, drilled and maintained in accordance with the standards, rules and regulations specified by the Texas Department of Health and any other governmental authority having jurisdiction over the Property.

4. Setback: No structure shall be erected on any parcel or lot in the Property in violation of the building setback lines as shown on the plat of the subdivision. If no building setback line is shown, then the building shall be no closer than fifty (50') feet from a front lot or property line and no closer than twenty (20') feet from any side or rear lot or property line. The "front lot or property line" means and refers to that portion of any parcel or lot which borders upon Jozwiak Road, Larkspur Lane or Wine Cup Court. For purposes of this paragraph, eaves, steps and unroofed terraces shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

5. Combined Lots/Resubdivision: Any owner of one or more adjoining parcels or lots may consolidate such lots into one single family residence building site, with the privilege of placing or construction improvements on such resulting site, in which case the setback lines shall be measured from the resulting side property sides rather than from the lot lines as indicated on the subdivision plat. However, the minimum setback requirement with respect to the front lot or property line shall apply to such resulting building site. Except for Tract No. 4 as identified and described on the subdivision plat which may re-subdivided into two or more tracts of not less than 2.3 acres each with each resulting lot having a front line bordering Jozwiak Road of not less than one hundred eighty-five (185') feet, no tract or lot may be re-subdivided. In the event Tract No. 4 is re-subdivided in compliance with this provision, each re-subdivided lot or parcel shall be subject to these covenants, restrictions and conditions herein, including the above

described minimum setback requirements as applied to the re-subdivided lot.

6. Easements: Easements for installation and maintenance of utilities are reserved as shown and provided on the plat of the subdivision. Additional easements are reserved and shall be twenty (20') feet in width extending ten (10') feet on each side of all side lot or property lines. No buildings, structures, trees, flowers, shrubbery are to be placed in said easements. Neither Owner nor any utility company using the easements as reserved herein shall be liable for any damage done by either of them or their assigns, agents, employees or servants to shrubbery, trees, flowers, improvements or other property of any owner situated on the land covered by the easement or adjacent thereto

7. Signs: No signs, billboards, posters or advertising devices of any kind shall be erected on any lot or parcel except for a "For Sale" sign not larger than six square feet, and not more than three (3') feet off of the ground.

8. Maintenance: All lots shall be kept in a sanitary, healthful and reasonably neat condition, and the owner or occupant of all lots shall periodically mow or cut the lot as may be reasonably necessary to keep down all unsightly weeds, grass and brush. No trash, ashes, rubbish or other refuse shall be thrown, dumped, accumulated or permitted on any lot in the Property except in connection with normal residential requirements or incident to construction of improvements thereon. Any accumulation of trash, rubbish or garbage occurring incidental to construction shall be promptly removed at completion of construction.

**PART IV - ARCHITECTURAL CONTROL COMMITTEE**

1. Building Plan Approval: No building or other improvements of any character shall be erected, placed or altered in design after original construction on any lot until the construction plans, specifications and a plot plan ("building plans") showing the location of the structure(s) or improvement(s) has been submitted to and approved by the Architectural Control Committee ("the Committee"), or its assignee as below provided, as to compliance with these restrictions and as to quality of materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation. Similarly, no water well shall be placed, drilled or re-drilled so as to modify or vary from the original well plan on any lot until the proposed well plan, including the proposed location of the well, has been submitted to and approved by the Committee, or its assignee, as to compliance with these restrictions. The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove any building plans within thirty (30) days after receipt thereof, the building plans shall be deemed to be approved and in full compliance with these covenants and restrictions.

2. Deviations: Notwithstanding the other provisions hereof, the Committee (or its assignee) shall have the right, at its sole discretion, to approve building plans which deviate from the building area, type of material, and/or location requirements set forth above in instances where, in the Committee's judgment, such deviations will result in a more beneficial use to the subdivision. Such approvals allowing deviations must be granted in writing and when given shall become a part of these restrictions.

3. Enforcement: To the extent allowed by law, the Committee is hereby granted standing and the right on behalf of the Owner or owners of any lot in the subdivision, but not the obligation, to take such steps as may be necessary to enforce these covenants and restrictions including the institution of an action at law or in equity.

4. Constitution and Bylaws of Committee:

a: Number; Term: The Committee shall be comprised of three (3) members. The initial members shall be appointed by Owner to serve for one term. Thereafter, the members shall be elected at a meeting of the owners of lots, parcels or tracts in the subdivision by a majority vote of such owners at such meeting as more specifically provided below. Each member appointed or elected shall hold office until his/her successor shall be elected.

b: Vacancies: Any vacancy occurring in the Board of Directors (by death, resignation, removal or otherwise) may be filled by an affirmative vote of a majority of the remaining members though less than a quorum of the members. A member elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

c: Election of Members: Members may be elected at meeting of the owners, to be held not more often than annually, called for such purpose. Any owner may call such a meeting by serving notice thereof not less than ten (10) days notice to each owner, either personally or by mail or by telegram. A majority of the owners represented at such meeting in person or by proxy shall constitute a quorum. For purposes of determining a quorum and majority vote at such meeting, each tract, lot or parcel as designated on the then existing plat of the subdivision shall constitute one vote. No owner shall have the cumulate his vote. Such meeting may be conducted at either the principal office of Owner or at any building located in the Subdivision as designated in the notice calling the meeting.

d: Quorum: Majority Vote: At meetings of the Committee, a majority of the number of members shall constitute a quorum for the transaction of business. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Committee.

e: Agent and Representative: The Committee shall have the power to designate a representative and to delegate to such representative such powers to act for the Committee as the Committee may deem, in its sole judgment, advisable.

f: Compensation: No member or representative of the Committee shall be entitled compensation for services performed by or for the Committee.

g: Duty of Care: To the full extent provided by law, neither Owner, any member nor representative of the Committee shall be liable for damages or other monetary relief on account of any act, omission or conduct of Owner, such member, or representative with respect to the exercise or discharge of the powers, rights, duties of the Committee under taken in good faith.

5. Term: Unless sooner terminated or assigned as below provided, the Committee shall continue to exist and operate for so long as the covenants and restrictions remain in effect. Provided however, the continuation of the and powers of the Committee may be terminated at any earlier time by a written instrument signed by not less than 60% of the then owners of the lots, parcels and tracts located in the Property. For purposes of determining a majority, each tract, lot or parcel as designated on then existing plat of the subdivision shall be entitled to one vote. By like method, the rights and powers reserved to the Committee may be assigned to a subdivision or neighborhood association or similar entity.

#### PART V - GENERAL PROVISIONS

1. Binding Effect: The conditions, covenants and restrictions are to be construed as covenants running to the land and shall be binding upon each and all owners or each and every tract, parcel or lot in the Property, as well as their respective heirs, successors and assigns at all times during the effective life or term of these conditions, covenants and restrictions.

2. Term: The conditions, covenants and restrictions herein shall be effective from the date subscribed below and continue until December 1, 2016, after which time said covenants shall be of no further force and effect.

3. Amendment: At anytime subsequent to December 1, 2006, these conditions, covenants, and restrictions may be amended, modified or revoked by an instrument in writing signed by not less than sixty (60%)

percent of then owners of the lots, parcels and tracts located in the Property. For purposes of determining a majority, each tract, lot or parcel as designated on then existing plat of the subdivision shall be entitled to one vote. Provided however, no person or party shall be liable for breach of these covenants and restrictions except with respect to breaches occurring existing or committed during such person's or party's ownership of the particular lot, tract or parcel involved in such breach.

4. **Enforcement:** Enforcement of these conditions, covenants and restrictions shall be by proceedings at law or in equity against any person(s) or party(s) violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, and/or obtain any other relief authorized by law, including damages. Such action for enforcement may be brought by any owner of any lot, tract or parcel located in the Property, including Owner. Nothing herein shall be construed as to require Owner to enforce these conditions, covenants and restrictions on behalf of itself or any other owners. In any action brought to enforce these conditions, covenants and restrictions, the prevailing party shall be entitled to recover, in addition to other relief, its reasonable and necessary attorneys fees, expenses and costs incurred by such party in connection with such proceeding.

5. **Severability:** Invalidation of one or more of these covenants, by court order, waiver or otherwise, shall in no manner affect any other covenant, restriction and condition herein, but all of such other covenants, restrictions and conditions shall continue and remain in full force and effect.

6. **Effect on Liens:** It is specifically provided that a violation of these covenants, restrictions and conditions, or any one of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other otherwise valid lien acquired and held in good faith upon any lot, tract or parcel in the Property, or any part thereof. Rather, such lien may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein.

7. **Captions:** The captions provided herein are for purposes of identification only, and are not to be construed to alter or amend the substantive provisions of this instrument.

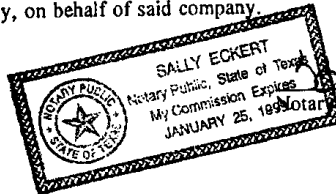
EXECUTED effective this 23<sup>rd</sup> day of JANUARY, 1995.

WILDFLOWER ESTATES, L.L.C.

By: Gilbert Zientek  
Authorized Member

STATE OF TEXAS \*  
COUNTY OF WASHINGTON \*

The foregoing instrument was acknowledged before me, the undersigned authority, on the 23<sup>rd</sup> day of January, 1996, by Gilbert Zientek, the duly authorized Member of Wildflower Estates, L.L.C., a Texas limited liability company, on behalf of said company.



Sally Eckert  
Notary Public, State of Texas