

BY-LAWS  
OF THE  
BRIARMEADOW HOMEOWNERS' ASSOCIATION, INC.

1. Definitions

- 1.01. "Amended Restrictions" shall mean and refer to that certain Amendment to Restrictive Covenants, Reservations and Easements Applicable to Briar Meadow Subdivision, executed by a majority of Owners of Residential Lots in Briar Meadow Subdivision, filed for record on the 29th day of December, 1987, in County Clerk's File No. L481803, and recorded at Film Code Reference 128-00-0353 in the Official Public Records of Real Property of Harris County, Texas.
- 1.02. "Association" shall mean and refer to the Briar Meadow Homeowners' Association, Inc., successors and assigns, a Texas Non-Profit Corporation, as described in Section 19 of the Amended Restrictions.
- 1.03. "Board of Directors" or "Board" shall mean and refer to the elected governing body of the Association.
- 1.04. "Lot" or "Residential Lot" shall mean and refer to any portion of the Property in Briar Meadow Subdivision that is separately identified on the Plat of the Subdivision, as the same may have been amended from time to time, except such property as is included in Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", and "Z".
- 1.05. "Maintenance Fund" or "Briar Meadow Maintenance Fund" shall mean and refer to the fund created by the assessments for the purposes and by the means established in Section 18 of the Amended Restrictions.
- 1.06. "Member" shall mean and refer to any Owner.
- 1.07. "Owner" shall mean and refer to the holder of record title, whether one or more Persons, of any Lot in the Subdivision.
- 1.08. "Person" shall mean and refer to a natural person, a corporation, a partnership, a trustee or any other legal entity.
- 1.09. "Plat" shall mean and refer to the recorded plat of the Subdivision, recorded in Volume 54 at Page 4 of the Map Records of Harris County, Texas, as resubdivided or replatted by the maps or plats recorded in Volume 58, Page 23; Volume 74, Page 30; Volume 86, Page 30; Volume 86, Page 32, all of which concern Briar Meadow, Section 1; and Volume 234, Page 142, which concerns Briar Meadow, Section 2, all of the Map Records of Harris County, Texas.
- 1.10. "Property" shall mean and refer to all of the real property located in the Subdivision, including Residential Lots, streets, esplanades and Reserves, according to the Plat.
- 1.11. "Subdivision" or "Briar Meadow Subdivision" shall mean and refer to Briar Meadow, Section 1 and 2, a subdivision in Harris County, Texas of 241.2575 acres of land, more or less, out of the B. Canfield Survey, G.C. and S.F. R.R. Company Survey, Section 1, and the John D. Taylor Survey, all in Harris County, Texas, according to the Plat.
- 1.12. All capitalized terms not specifically defined herein shall have the meanings attributed to them in the Amended Restrictions.

2. Functions of the Association

2.01. Purposes. The purposes for which the Briar Meadow Homeowners' Association, Inc., a Texas Non-Profit Corporation, is formed are the support of a benevolent undertaking, that being the administration and management of Briar Meadow Subdivision, including providing for the safety and health of the residents of the Subdivision and promoting the social welfare of the community. To carry out said purposes properly, the Association may, at the discretion of its Board, perform the following functions:

- .01. The Association may care for unimproved and improved Lots in the Subdivision, including but not limited to the removal of grass, weeds, rodents and any unsightly and obnoxious thing therefrom, the repair of Improvements thereon, as provided in Paragraph 16.01 of the Amended Restrictions and the performance of any other labor necessary or desirable in the judgment of the Board to keep the Lots, the Property and the Subdivision neat, clean and in good order.
- .02. The Association may enforce the Amended Restrictions and the Assessments provided for therein, existing upon and created for the benefit of the Property and may pay all expenses incidental thereto.
- .03. The Association may enforce the Association's decisions and rulings and pay all of the expenses incidental thereto.
- .04. The Association may improve, beautify and maintain parks, parkways, esplanades, rights-of-way, easements and other public areas in the Subdivision or immediately adjacent thereto.

.05. The Association may construct and maintain recreational facilities, including a clubhouse, swimming pool and public park and appurtenant facilities.

.06. The Association may perform any and all lawful things and acts which the Board, at any time, and from time to time, shall, in its discretion, deem to be in the best interests of the Property and the owners of the Lots, and the payment of all costs and expenses in connection therewith.

.07. Any powers and duties exercised by said Association relating to the maintenance, operation, construction or reconstruction of any facilities provided for herein, may be contracted for with any qualified contractor.

.08. The Association may provide for garbage and rubbish collection and disposal, and shall act as the agent and liaison for the Owners of Lots in the negotiation and execution of contracts with the City of Houston and any private person in connection therewith.

.09. The Association may provide police protection for the Subdivision, and shall act as the agent and liaison for the Owners of Lots in the negotiation and execution of contracts with Harris County, any other appropriate government agency and any Person in connection therewith.

.10. The Association may acquire by gift, purchase, or otherwise and may own, hold, enjoy, lease, operate, maintain, convey, sell, lease, transfer, mortgage, or otherwise encumber, dedicate for public use, or otherwise dispose of real or personal property in connection with the business of the Association.

.11. The Association may assess and collect the Annual Maintenance Charge provided for in Paragraph 18.01 of the Amended Restrictions, subject to the limits contained therein or in these By-laws, and may administer the Maintenance Fund created thereby.

.12. The Association may expend the funds collected from assessments or charges and other sums received by the Association for the payment and discharge of all proper costs, expenses and obligations incurred by the Association in carrying out any or all of the purposes for which the Association was created.

.13. The Association may borrow money for the purpose of carrying out its affairs, if the Board deems such advisable, with the prior approval of the Owners at a regular or special meeting; provided, however, the Board may borrow not more than \$5,000 if the borrowing of such money is an emergency, which in the opinion of the Board, necessitates such borrowing before a meeting can be reasonably held.

2.02. Area. The activities of the Association shall be limited to the Subdivision and to such other areas which may hereinafter be placed under or submitted to the jurisdiction of the Association by action of the Members hereof.

### 3. Members

3.01. Annual Meetings. The annual meeting of the Members shall be held on the second Tuesday in October in each year at 8:00 o'clock p.m. Central Standard Time, if not a legal holiday, and if a legal holiday, then on the next succeeding business day, for the purpose of electing Directors and for the transaction of any and all such other business which may be brought before or submitted to the meeting. All annual meetings of the Members shall be held at the Subdivision's clubhouse in the City of Houston, Texas, unless otherwise determined by the Board. Written notice of a regular meeting shall be given fifteen (15) days in advance of such meeting.

3.02. Special Meetings. Special meetings of the Members may be called by the President, a Vice-President, the Board, or by Twenty-Five Percent (25%) of the Members. Written notice of each special meeting of the Members, stating the time, place and purpose(s) thereof, shall be sent by mail or telegram or be delivered, by the Secretary, or in the event of his or her absence or failure, refusal, inability or omission to do so, by the President or a Vice-President or any Assistant Secretary, to each of the Members of the Association, at least fifteen (15) days prior to the date set for the holding of the meeting. Special meetings of the Members shall be held at the Subdivision's clubhouse in the City of Houston, Texas, or at such other places as may be designated in the notice or waiver of notice of the respective meeting. No business may be transacted at a special meeting of the Members other than that set forth in the notice of such meeting.

3.03. Quorum. A majority in number of the Members, present in person or by proxy, shall constitute a quorum for all purposes at any meeting of the Members. If the number of Members necessary to constitute a quorum at any annual or special meeting of the Members shall fail to attend in person or by proxy, the Members present in person or by proxy may adjourn any such meeting from time to time without notice other than by announcement at the meeting until the number requisite to constitute a quorum shall be present or attend in person or by proxy. A majority of the Members present in person or by proxy, may also adjourn any annual or special meeting from time to time without notice, other than by announcement at the meeting, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment or adjournments thereof shall have been completed. At any such adjourned meeting at which a quorum may be present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified or called.

3.04. Organization of Meetings. The President of the Association, or in the event of his or her absence, a Vice-President of the Association, shall call meetings of the Members to order and shall act as chairman of such meetings. In the absence of the President and a Vice-President of the Association, the Members present may

elect a chairman. The Secretary of the Association, or in his or her absence, an Assistant Secretary, shall act as Secretary of all meetings of the Members, but in the absence of the Secretary and an Assistant Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

3.05. Voting. The Owners of each Residential Lot shall be entitled to one vote, and shall be referred to herein as a single Member. Owners of fractional interests in any Residential Lot shall have the same fractional portion of the vote attributable to the Lot as their interest is in the lot. The vote of any Residential Lot owned by two (2) or more Persons may be cast by any one (1) of the common Owners and the Association is authorized to accept the vote of any one of such common Owners as the vote of all unless notice to the contrary is delivered at the time of such vote. The vote of any Residential Lot owned by a corporation shall be exercised by a natural person properly authorized to act on behalf of said corporation. Each Member may vote in person or by proxy appointed by an instrument in writing and subscribed by the Member or the duly authorized agent or attorney-in-fact of such Member. At all meetings of Members all questions, except those otherwise expressly governed by statute or by these By-Laws, shall be decided by the vote of the majority of the Members of the Association present in person or by proxy, and entitled to vote, a quorum being present. All voting shall be viva voce, except that, at the request of the chairman or a majority of the Members present in person or by proxy, voting on any question at any meeting shall be by ballot. Each ballot shall be signed by the Member voting or by his proxy.

3.06. Disqualification from Voting. The voting rights of any Member shall be suspended during any period in which the assessments for the Maintenance Fund with respect to such Member's Lot remain due, owing and unpaid.

#### 4. Directors

4.01. Powers. The Board of Directors shall have the power to exercise for the Association all powers, duties and authorities vested in or delegated to the Association and not reserved to the Members by these By-Laws, the Amended Restrictions, or any Law, including but not limited to:

- .01. the adoption and publication of rules and regulations for the use of the recreational facilities of the Subdivision; and
- .02. the suspension of the voting rights and the right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of the Annual Maintenance Charge. Such rights may also be suspended after notice and hearing, for a period not to exceed 90 days, for infractions of published rules and regulations; and
- .03. the declaration of the office of a member of the Board to be vacant in the event such member shall be absent without valid excuse from three (3) consecutive regular meetings of the Board; and
- .04. the employment of a full- or part-time manager and such other employees of the Association as the Board may deem to be necessary and the establishment of the duties of all such employees; and
- .05. the formation of such committees as the Board deems advisable for the proper and efficient operation of the Association; and
- .06. the appointment of block or district chairman for certain areas of the Subdivision and the assignment of duties to such block or district chairman as the Board may deem advisable from time to time; and
- .07. the appointment of the Architectural Control Committee provided for in Paragraph 3.01 of the Amended Restrictions, the establishment of such Committee's term of office, and the removal or replacement of members of such Committee.

4.02. Duties. It shall be the duty of the Board of Directors to perform and discharge all of the duties set forth in the Amended Restrictions or as may be imposed by applicable law from time to time, including but not limited to:

- .01. the management of the affairs of the Association; and
- .02. the maintenance of a complete record of all of the Board's acts and the financial affairs of the Association and the presentation of a statement thereof to the Members at the annual meeting of the Members; and
- .03. the supervision of all officers, agents and employees of the Association, and the determination that their duties are properly performed from time to time; and
- .04. the issuance, upon the request of any Owner or agent thereof, of a certificate reflecting the payment of all assessments pertaining to such Owner's Residential Lot, for which a reasonable charge may be made, and which shall be conclusive evidence of such payment; and
- .05. the preparation and delivery to the Members of a newsletter, at such times and with such frequency as the Board deems advisable; and
- .06. the proper maintenance of the esplanades, public areas and recreational facilities in the Subdivision; and

.07. the preparation of a proposed budget to be presented to the regular meeting of the Owners for the next ensuing year of the Association's operations; and

.08. after approval of such budget, the setting of the Annual Maintenance Charge established in Section 18 of the Amended Restrictions and the collection and enforcement of the payment of the same as provided in Paragraph 18.04 of the Amended Restrictions.

#### 4.03. Number and Term of Office.

.01. The number of Directors shall be eleven (11), but the number of Directors may be increased or decreased from time to time by the affirmative vote of a majority of the Members, present in person or by proxy, at any annual or special meeting of the Members, provided that the number of Directors shall never be less than three. The initial Board shall be elected at the first meeting of the Association after the recording of the Amended Restrictions, and the initial terms of the first Board shall be staggered, so that four (4) Directors on the first Board shall be elected to one (1) year terms, four (4) Directors shall be elected to two (2) year terms, and three (3) Directors shall be elected to three (3) year terms. Thereafter, those Directors whose terms of office are expiring shall be elected each year at the annual meeting of the Members, or at the adjourned annual meeting, and each Director shall be elected to hold office and serve until the third successive annual meeting of the Members after his or her election and until his or her successor shall be elected and shall qualify.

.02. Any vacancy occurring in the Board shall be filled by vote of a majority of the Directors then in office. In the event of any increase in the number of Directors, the additional Directors shall be elected by the majority vote of the Members of the Association present in person or by proxy, at any annual or special meeting of the Members. Directors must be Members of the Association in good standing. No decrease in the number of Directors shall have the effect of removing any Director from office.

.03. Any Director may be removed by the vote of the Members of the Association, with or without cause, at any special or regular meeting of the Owners, a quorum being present.

4.04. Meetings of Directors. The Board may hold its meetings, have offices and keep the books of the Association, except as otherwise provided by statute, in such place or places in the City of Houston, that the Board may from time to time determine.

4.05. First Meeting. Each newly elected Board may hold its first meeting for the purpose of organization, if a quorum is present, immediately after the annual meeting of the Members, or adjourned annual meeting, and no notice of such first meeting shall be necessary. At the first meeting, the Board shall elect the officers of the Association. Any and all other business of any nature or character may be transacted at such first meeting.

4.06. Regular Meetings. Regular meetings of the Board shall be held at such time and place as shall be designated, from time to time, by resolution of the Board. Notice of such regular meetings to the members of the Board shall not be required.

4.07. Special Meetings. Special meetings of the Board shall be held whenever called by the President, Vice-President, or a majority of the Directors then in office. Notice of each special meeting shall be given by any officer of the Association by mail, telephone or personal delivery to each Director at his residence or usual place of business at least two (2) days prior to the meeting. Only such business as is described in the notice may be transacted at a special meeting, unless approved by a majority of the members of the Board. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

4.08. Quorum. The majority of the Directors then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum be present or in attendance thereat. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board except as otherwise provided by law or by these By-laws.

4.09. Order of Business. At meetings of the Board business shall be transacted in such order as from time to time the Board may determine. At all meetings of the Board, the President shall preside, and in the absence of the President, a chairman shall be chosen from the Directors present. The Secretary of the Association shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

4.10. Services. No Director or officer of the Association shall be required to devote his or her time or render services exclusively to the Association, unless such Director or Officer is a full-time employee of the Association. Each Director and officer of the Association shall be free to engage in any and all other businesses and activities either similar or dissimilar to the business of the Association without breach of the duty to the Association and without liability to the Association. Likewise, each Director and officer of this Association shall be entirely free to act for and serve any other corporation or corporations, entity or entities, in any capacity or capacities and become a director or officer of any other corporation or corporations, entity or entities, whether or not the purposes, business and activities thereof be similar or dissimilar to the purposes, business or activities of the Association, without breach of duty to the Association or its Members and without liability of any character or description to the Association or its Members. No contract or other transaction of this Association shall ever be affected by the fact that any Director or officer of the Association is interested in, or connected with any party to such contract or

transaction, or a party to such contract or transaction, provided that i) such interest or connection is disclosed to the Board at the time of any vote, and ii) such contract or transaction shall be approved by a majority of the Directors present at a meeting of the Board at which a quorum is present and at which such contract or transaction has been authorized or confirmed, which majority shall consist of Directors not so interested or connected.

4.11. Remuneration. No Director or officer of the Association shall be paid any amount of money or other remuneration for his or her services performed on behalf of the Association, unless such Director or officer is i) an employee of the Association, ii) performing duties delegated by a majority of the Board at a regular meeting, and iii) which duties are the same or similar as those that would be performed by a third party contractor if not performed by such officer or Director. The amount of remuneration paid to such officer or Director shall be approved by a two-thirds majority of the Board, the Board member whose remuneration is at issue not voting.

## 5. Officers

5.01. Titles and Terms of Office. The officers of the Association shall be a President-Elect, one or more Vice-Presidents, a Secretary, a Treasurer and such other officers, including but not limited to one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board may from time to time elect or appoint. The President and any Vice-Presidents shall be Members of the Association, but no other officer need be a Member. One person may not hold more than one office, except that one person may hold the office of Secretary, Treasurer or any Assistant thereto. All officers shall serve for one (1) year or until their successors are elected and qualified, and shall be subject to removal, with or without cause, at any time, by the vote of a majority of the Board. A vacancy in any office shall be filled by vote of a majority of the Board.

5.02. The President. The President, subject to the control of the Board, shall be in general charge of the affairs of the Association in the ordinary course of its business, shall preside at all meetings of the Members and of the Board, shall make, sign and execute all instruments and documents of any kind or character in the name of the Association, and shall do and perform such other duties as may from time to time be assigned by the Board. The President shall serve as such in the third year of his or her term on the Board.

5.03. The President-Elect. The President-Elect shall serve as an assistant to the President, and shall perform such specific duties as the President and the Board shall assign from time to time. The President-Elect shall serve as such in the second year of his or her term on the Board.

5.04. The Vice-President. Each Vice-President shall have the usual powers and duties pertaining to the office together with such other powers and duties as may be assigned to him or her by the Board, and each Vice-President shall have and exercise the powers of the President during that officer's absence or inability to act. Any action taken by a Vice-President in the performance of the duties of the President shall be conclusive evidence of the absence or inability of the President to act at the time such action was taken.

5.05. The Treasurer. The Treasurer shall have custody of all the funds and securities of the Association which come into his or her hands. When necessary or proper, the Treasurer may endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board and shall sign all receipts and vouchers for payments made to the Association, either alone or jointly with such officer as designated by the Board. Whenever required by the Board, the Treasurer shall render a statement of the Association's cash account and shall enter or cause to be entered regularly on the books of the Association to be kept by the Treasurer for that purpose full and accurate accounts of all moneys received and paid out on account of the Association. The Treasurer shall at all reasonable times exhibit the books and accounts to any director of the Association during business hours and shall perform all acts incident to the position of Treasurer subject to the control of the Board. The Treasurer shall give such bond for the faithful discharge of his or her duties as the Board may require. At the Board's direction and approval, the actual accounting function may be done by a qualified C.P.A.

5.06. The Assistant Treasurers. Each Assistant Treasurer shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned by the Board, and the Assistant Treasurer shall exercise the powers of the Treasurer during that officer's absence or inability to act.

5.07. The Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Members in books provided for that purpose and shall attend to the giving and serving of all notices of such meetings. The Secretary may sign with the President or a Vice-President in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association and affix the seal of the Association thereto. The Secretary shall have charge of and maintain and keep such books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director or Member upon request at the office of the Association during normal business hours. The Secretary shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board.

5.08. The Assistant Secretaries. Each Assistant Secretary shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned to such officer by the Board and the Assistant Secretaries shall exercise the powers of the Secretary during that officer's absence or inability to act.

## 6. Contracts, Checks and Bank Accounts

6.01. Authority to Contract. The Board, except as in these By-laws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Association to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances.

and, unless so authorized by the Board or expressly authorized by its By-laws, no officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or to render the Association liable pecuniarily for any purpose or to any amount.

6.02. **Limitation on Loans.** No loan shall be contracted on behalf of the Association, and negotiable papers shall be issued in its name unless authorized by the vote of the Board, as provided in Section 2.01 of these By-laws.

6.03. **Checks.** All checks, drafts and other orders for the payment of money out of the funds of the Association and all notes or other evidences of indebtedness of the Association shall be signed on behalf of the Association with at least two signatures and in such manner as shall from time to time be determined by resolution of the Board.

6.04. **Deposits.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board may select, and for the purpose of such deposit the President, a Vice-President, the Treasurer, the Secretary or any other officer or agent or employee of the Association to whom such power may be delegated by the Board, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.

#### 7. Indemnification of Officers and Directors

7.01. **Expenses.** The Association shall indemnify any director or officer or former director or officer of the Association for expenses and costs (including attorney's fees) actually and necessarily incurred by such officer or director in connection with any claim asserted against him or her, by action in Court or otherwise, in respect of such service as such director or officer, except in relation to matters as to which such officer or director shall have been guilty of gross negligence or willful misconduct in respect of the matter in which indemnity is sought.

7.02. **Court Proceedings.** If the Association has not fully indemnified the officer or director, in a Court in the proceedings in which any claim against such director or officer has been asserted, or any Court having the requisite jurisdiction of an action instituted by such director or officer on such claim of indemnity, may assess indemnity against the Association, its receiver or trustee, for the amount paid by such director or officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the Association), and any expenses and costs (including attorney's fees) actually and necessarily incurred by such officer or director in connection therewith to the extent that the Court shall deem reasonable and equitable, provided nevertheless, that indemnity may be assessed under this Section only if the Court finds that the person indemnified was not guilty of gross negligence or willful misconduct in respect of the matter to which indemnity is sought.

#### 8. Miscellaneous Provisions

8.01. **Offices.** The principal office of the Association shall be in the City of Houston, Harris County, Texas.

8.02. **Fiscal Year.** The fiscal year of the Association shall end at midnight on December 31st of each calendar year.

8.03. **Seal.** The seal of the Association shall be circular in form and shall have inscribed thereon the name of the Association.

8.04. **Notice and Waiver of Notice.** Whenever any notice whatever is required to be given under the provisions of these By-laws, said notice shall be deemed to be sufficient if given by depositing the same in a sealed, postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein shall be deemed equivalent to notice.

8.05. **Resignations.** Any Director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or, if no time be specified, at the time of its receipt by the president or secretary. The acceptance of the resignation shall not be necessary to make it effective unless expressly so provided in the resignation.

8.06. **Procedure.** Robert's Rules of Order (Newly Revised) shall be authority for procedure in conducting all meetings of the Members of the Association and the Board. In the event of any conflict with the provisions of these By-Laws, the By-laws shall control.

#### 9. Amendments

9.01. These By-laws may be supplemented, altered, amended or repealed either by the affirmative vote of a majority of the Members of the Association at any annual or special meeting.

RECORDER'S MEMORANDUM:  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockheads, additions and changes were present at the time the instrument was read and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on:

MAY 13 2005



*Carol B. Kayman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS