

AMENDMENT TO THE DECLARATION

9053084

OF

COVENANTS, CONDITIONS AND RESTRICTIONS
OF
REGENCY POINT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF MONTGOMERY

WHEREAS, a townhouse subdivision to be known as "Regency Point" was created by the filing of a plat or map of the 5.722 acres in such subdivision, as recorded in Cabinet B, Sheet 125, of the Map Records of Montgomery County, Texas; and

WHEREAS, the Regency Point townhouse subdivision was modified by a replat of the subdivision, as such replat of the 5.698 acres in Regency Point was recorded in Volume C, Page 185-B of the Map Records of Montgomery County, Texas; and

WHEREAS, the replat of the Regency Point subdivision did reveal slight surveying errors in the original plat, so that the correct acreage of the Regency Point townhouse subdivision is 5.698 acres instead of 5.722 acres; and

WHEREAS, the plat for the 5.698 acre tract of land which is Regency Point was further amended by a second replat of Regency Point, as recorded in Cabinet D, Sheet 103-B and 104-A of the Map Records of Montgomery County, Texas; which second replat shows that there are eighty-one (81) Lots in the Regency Point subdivision (hereinafter the 5.698 acres included within "Regency Point" is called the "Properties" and the townhouse subdivision known as "Regency Point" is herein sometimes called the "Subdivision"); and

WHEREAS, certain restrictive covenants were filed for Regency Point as shown by a document entitled the Declaration of Covenants, Conditions and Restrictions for Regency Point, as the same was recorded at Clerk's File No.

8214686 of the Real Property Records of Montgomery County, Texas; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Regency Point does provide that such restrictions may be amended by an instrument signed by Owners of not less than fifty percent (50%) of the Lots in the Subdivision; and

WHEREAS, the Owners of lots within Regency Point do desire to amend the restrictions for the 5.698 acres contained within Regency Point; and

WHEREAS, the Owners of lots within Regency Point do desire to consolidate and totally reform the prior restrictions for the acreage within Regency Point by the amendment of such restrictions, and to reconstitute and reincorporate these prior restrictions into this Amendment to Declaration of Covenants, Conditions and Restrictions of Regency Point; and

WHEREAS, JO NELL DREW, Individually and as the Testamentary Trustee under the will of Walter Alvin Drew, Deceased, is the Owner of over fifty percent (50%) of the Lots; and

WHEREAS, JO NELL DREW, Individually and as the Testamentary Trustee under the Will of Walter Alvin Drew, Deceased, together with the approval and ratification of other Owners in the Subdivision, do desire that the restrictions filed for record at Clerk's File No. 8214686, of the Real Property Records of Montgomery County, Texas be reconstituted and amended, and the undersigned do desire to hereby adopt the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Regency Point, a subdivision in Montgomery County, Texas; and

WHEREAS, Declarant has conveyed and will convey the described Properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

NOW, THEREAFTER, all of the undersigned do hereby declare that the restrictions for the Properties as recorded at Clerk's File No. 8214686 of the Real Property Records of Montgomery County, Texas are hereby reconstituted and amended into these restrictions and the hereinafter listed restrictions shall take the place of the previous restrictions, and all of the Properties described herein shall be held, sold, and conveyed subject to the following easements, covenants, conditions, limitations and restrictions, which are for the purpose of protecting the value and desirability of and which shall run with the Properties and shall be binding on all parties having any right, title, or interest in the Properties or any part thereof, and their heirs, successors, and assigns, and which easements, covenants, conditions and restrictions, shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

1.01. Association. "Association" shall mean and refer to the Regency Point Townhome Association, Inc., a Texas Nonprofit Corporation, its successors and assigns.

1.02. Common Area. "Common Area" shall mean that portion of the Properties owned by the Association for the common use and enjoyment of the members of the Association, and shall include, but is not limited to, all trees, landscaping, sprinkler systems, streets, pavements, pipes, wires, conduits, and other public utility lines situated thereon. The Common Area shall mean and refer to all of the Properties, save and except:

(a) The Lots upon which there is, or may be constructed, single family townhouses to be conveyed or may be conveyed to Owners by the Declarant; and

(b) The area adjoining such buildings, which is to be or has been conveyed to Owners by metes and bounds descriptions or in accordance with the recorded plat of the Properties.

1.03. Declarant. "Declarant" shall mean and refer to JO NELL DREW, Individually and as the Testamentary Trustee under the Will of Walter Alvin Drew, Deceased, her successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

1.04. Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Regency Point subdivision on which there is built or shall be built a townhouse unit, and which will be conveyed by Lot number and/or metes and bounds description to an Owner for use in the construction of a residential unit.

1.05. Owner. "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 the Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.06. Properties. "Properties" shall mean and refer to that certain 5.698 acre tract of real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association, together with the structures constructed thereon, including the Common Area, as shown on the replat of Regency Point, as recorded in Cabinet D, Sheet 103-B and 104-A of the Map Records of Montgomery County, Texas.

1.07. Subdivision. "Subdivision" shall mean and refer to the Regency Point townhouse subdivision as shown by the replat of the Properties, as recorded in Cabinet D, Sheet

103-B and 104-A of the Map Records of Montgomery County,
Texas.

1.08. Unit. "Unit" shall mean and refer to the townhome residential structure and shall include the real property upon which such structure is situated.

ARTICLE II

Architectural Control

2.01. Architectural Control Committee. The Association shall elect an Architectural Control Committee (the "Committee") which shall be composed of three (3) persons each having two year terms and such terms shall be staggered terms. When there are mutliple classes of Owners, as defined in Section 5.02 herein, the Class A members shall elect one member, and the Class B members shall elect two members. Once Class B ends, the Class A members shall elect all of members on the Committee. If there is a vacancy, the members of Class A or Class B, as applicable, shall fill such vacancy through a specially called meeting of the members.

2.02. Approval of Plans and Specifications. No building, fence, wall, structure, or other improvement shall be commenced, erected, or maintained upon the Properties, or any Unit or Lot thereof, nor shall any exterior additions to, or change or alteration of, be made, nor shall any landscaping of any Unit be undertaken, unless the plans and specifications showing the nature, kind, shape, construction style, height, materials, and location of the same shall have been submitted by an Owner to and approved in writing by the Committee. The Committee shall make a determination within thirty (30) days of its receipt of plans and specifications of its approval or disapproval of such plans and specifications. Failure of the Architectural Control Committee to act or to approve such plans and specifications shall constitute a prohibition against the act(s) sought by an Owner to be approved by the Committee; provided however,

upon disapproval of the plans and specifications due to the Committee's failure to act or to approve, the Owner shall have an absolute right to appeal such action by resubmitting such plans within ninety (90) days of the disapproval of such plans.

ARTICLE III

Maintenance

3.01. General. All repairs, maintenance and improvements to the exterior of the individual Units, as well as to the Common Area, shall be performed or conducted by the Association or with the written permission of the Association, and no such external repairs, major maintenance, or construction of improvements shall be performed or allowed to be performed by any Owner of any Unit, or an Owner's agents or contractors, without such prior written permission of the Association. This provision shall not be construed so as to require the Declarant to provide exterior repair and maintenance.

3.02. Association Maintenance. In addition to maintenance upon the Common Area, the Association shall also provide exterior maintenance upon each Unit on each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of gutters, downspouts, exterior building surfaces, roofs, foundations, fences, walks, trees, shrubs, grass, walks and other like exterior improvements. Any of such exterior maintenance shall not include glass surfaces, window and door fixtures and hardware, weather stripping, air conditioning equipment, Owner landscaping, fences or enclosed patio areas.

3.03. Owner's Maintenance. Each Owner shall maintain and keep in repair the patio areas, if any, and the following equipment and lines located outside the Unit; to wit: balcony railings, all air conditioning compressor condensers, including pipes and electrical lines connecting

same to the Unit, sanitary sewer lines connecting the residence to the sanitary sewer collection system, electrical circuit breakers, any portion of natural gas and/or telephone service lines located on any Lot but not maintained by the gas and/or telephone companies; however, any lines, pipes, wires, conduits or systems running through a Unit which serves one or more Units and which are not maintained by any utility company, shall be operated, repaired and maintained by the Association, and shall not be distributed or relocated by an Owner without the prior written consent and approval of the Association. If new service or utility lines to or within a Unit are being installed in or to a Unit, only the Committee's approval is necessary. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or structure on the Common Area or docks/bullhead, or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

3.04. Neglect of Owner. In the event that the necessity of maintenance or repair is caused by a negligent act of the Owner, his family, or guests, invitees, employees or agents, the cost of such maintenance or repair shall be added to and become a part of the general assessment of the offending Owner or his related parties to which such Lot is subject, and such charge shall not be subject to the Maximum Allowable assessment, as defined in Article VI herein.

3.05. Authority of Association. If an Owner is responsible for certain maintenance, as set forth herein or in the Rules and Regulations of the Association, and if such Owner shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, after the Owner has failed to correct such deficiency after such delivery of written notice thereof, the

Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and any improvements erected thereon. The cost of such maintenance shall be added to and become part of the general assessment to which such Lot is subject, which cost shall not be subject to the Maximum Allowable assessment, as defined in Article VI herein.

3.06. Insurance Requirements:

(a) Each Owner shall be required to continuously maintain with the Association, to the complete satisfaction of the Board of Directors, proof of existence of adequate insurance coverage on his Unit by a reputable insurance company acceptable to the Association which is licensed to do business in the State of Texas. Such insurance must be in an amount equal to the replacement cost of the Unit, as determined by the Association, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. All insurance coverage shall require the insurance company providing such coverage to notify the Association and the lender on such Unit, if any, if the coverage is cancelled. In the event of damage or destruction of a Unit, the Owner thereof shall speedily repair or rebuild such Unit in as good a condition as its former condition. In the event said Owner fails or refuses to do so, the Association is hereby authorized to undertake to rebuild or repair the Unit and assess said Owner for the cost of such repair or replacement, plus interest thereon at the maximum legal non-usurious rate of interest per annum until paid, and such charge shall not be subject to the Maximum Allowable assessment as defined in Article VI herein. Such assessment shall become the personal obligation of said Owner and a lien against such

Owner's Lot, and shall be enforceable as if it were a maintenance assessment as herein provided. Should an Owner fail to provide adequate proof of insurance coverage as herein provided, the Association shall have the authority to purchase such coverage for the benefit of and in the name of such Owner. Premiums for any insurance obtained by the Association on individual Units shall not be part of the common expense but shall be a debt owed by the Owner of said Unit and shall become part of the general assessment payable by said Owner and collectible as such is herein provided, and such charge shall not be subject to the Maximum Allowable assessment as defined in Article VI herein.

(b) The Association, through the Board of Directors, or its duly Authorized agent, shall obtain the following types of insurance policies covering the Common Area and covering all damage or injury caused by the actions or inactions of the Association of any of its agents:

- (1) Property insurance in an amount equal to the full replacement value of the common facilities owned by the Association (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its "Endorsement" equivalent and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage and any such other risks as shall customarily be covered with respect to projects similar in construction, location and use; and
- (2) A comprehensive Policy of public liability insurance covering all of the common areas located in the project insuring the Association, with such limits as it may consider acceptable (and not less than \$500,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence), such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use.

Premiums for all such Associational insurance shall be a common expense payable from the Assessments, as defined herein. Adequate liability and personal property insurance for Lots and the contents of Units shall be required of each Owner and shall be the responsibility and expense of each individual Owner, and the adequacy of such coverage shall be solely determined by the Association. In the event of damage or destruction by fire or other casualty to any property (including insurance on individual Units as provided above) covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the improvements in the Subdivision to as good condition as its former condition. All such insurance proceeds shall be deposited in a bank or other financial institution. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor; provided however, any contractor shall be required to provide a performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings and other improvements.

(c) In the event the insurance proceeds to rebuild or repair the Common Area or other improvements are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as the former condition, the Board of Directors shall levy a special assessment against all Owners in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by the Common Area and by any such damaged Units (if any) to make up any deficiency, except that the special assessment shall be levied against all Units Owners, as provided herein, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a damaged Unit. In the event that such

insurance proceeds exceed the cost of repair and reconstruction of the Common Area or damaged Units, such excess shall be paid as the Board of Directors deems fair and equitable in the light of the damage sustained by such Units and/or Common Area.

(d) In the event of substantial damage to or total destruction of any Unit, as determined by the Association, written notice of such damage or destruction shall be given by the Association to the first lienholder on such Unit as soon as practical after such damage or destruction, if the Association has the information on the address of such lien holder. Should the first lienholder fail to concur in the application of the insurance proceeds to the cost of repair and restoration, such proceeds shall first be applied to the cost of repair and restoration of such Unit and other property, with the excess, if any, applied to the sums secured by the first mortgage.

ARTICLE IV

USE RESTRICTIONS

4.01. Type of Building Permitted. No structure of any kind shall be placed upon the Properties except (i) townhouse structures and related improvements, or (ii) other structures or improvements placed in the Common Area of the Properties by the Declarant or the Association, or (iii) such other structures or improvements as are approved by the Architectural Control Committee. All of such structures or improvements must correspond to the existing architectural style, except when unfeasible, such as lift stations, pumps, swimming pool pumps, etc. Notwithstanding the foregoing, Declarant shall be permitted to reasonably construct and maintain such facilities and structures as may be reasonably necessary or convenient for the construction and sale of Units; including, but not limited to, signs, sales offices, construction trailers, storage areas, and model Units

("Temporary Structures"). These Temporary Structures are not required to correspond to the architectural style of the Project.

4.02. Uses/Ownership. Each Unit and each Lot shall be used for residential uses only. No structure of a temporary character, trailer, mobile home, tent, shack, garage, storage shed or other outbuilding on the Properties shall ever be used as a residence, either temporarily or permanently. No time share usage of any Unit shall be permitted. No condominium ownership shall be permitted in the Subdivision. No leasing of any Unit shall be permitted for any period less than ninety (90) days.

4.03. Vehicles. No part of the Subdivision, including, but not limited to, areas designated for parking, shall be used for parking and/or storage, temporary or otherwise, of any type of motor vehicle, or any recreational vehicle or boat or camper or trailer, unless such area is expressly designated as a storage facility by the Association or the Declarant uses said area or storage facility for vehicles related to the sales or the construction of units. No recreational vehicle, boat, camper, or trailer may be parked or stored in any driveway, parking area or Common Area situated on the Properties for a period longer than seven (7) days without approval from the Association. No inoperative or broken-down boats or vehicles, including vehicles being "repaired", shall remain in the Subdivision for longer than forty-eight (48) hours, and if such vehicles remain past the specified time limit, the Association shall be permitted to tow away such boat or vehicle(s) at the owner's expense. The Association may charge fees on a monthly or annual basis to store any vehicle in the Subdivision.

4.04. Antennas. No exterior aerials or antennas or TV satellite dishes, whether attached to a Unit or free

standing, will be permitted without the prior written approval of the Architectural Controll Committee.

4.05. Animals. No animals or livestock of any kind may be kept or maintained within the Subdivision by an Owner, except no more than two common household pets such as dogs and cats. All such household pets must be leashed and under the control of its Owner at all times when such pets are outside the Owner's Unit.

4.06. Easements. Easements within the Subdivision for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or through separate instruments. No utiltity company, water district, political subdivision, or other authorized entity using the easements herein referred to, shall be liable for any damage done by them, or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers or to other Property of the Owner situated within any such easement, except such entities shall be obligated to replace the damaged or destroyed landscape with the same or similar landscaping.

4.07. Noxious or Offensive Activity Prohibited. No noxious, disturbing or offensive activity which violates any person's use, enjoyment or peace shall be carried on or conducted upon the Properties by any Owner, his family, guests or invitees, nor shall anything be done thereon which shall be an annoyance or nuisance to any person on or about the Properties.

4.08. Height. No structure in the Properties shall be more than three (3) stories in height; except between Lot 41 and the tennis courts, where structures of four (4) stories are expressly permitted.

4.09. Signs. No signs of any character shall be allowed on any Unit except one sign per Unit of not more than five (5) square feet advertising the Property for sale

or rent; provided however, Declarant or any other person or entity engaged in the construction and sale of Units within the Subdivision shall have the right during any construction and sales period to erect sales signs. All Owner's signs shall be placed in windows; provided however, such signs must be in accordance with Paragraph 4.10 herein. The Board of Directors must approve all signs of any kind or character, whether in windows of Units or not, prior to the display of any such signs, except as herein otherwise provided for Declarant.

4.10. Windows. Nothing shall be affixed, glued, taped, or in any other manner permanently or semi-permanently attached to any window in the subdivision. No clothing or other articles of any kind are to be placed on the window sills or hung in or from the windows. No dusting, or shaking of mops, brooms, or other cleaning materials out of windows or doors is allowed. No shades, awnings, curtains, shutters or window guards other than white or off-white in color shall be used or permitted except as such have been approved in writing by the Committee prior to the installation of such items.

4.11. Consolidated Building Sites. Any person owning one (1) or more adjoining Lots, or partial Lots, may consolidate such Lots or partial Lots, into consolidated building sites, with the right of constructing improvements, on each such resulting consolidated building site, as permitted by these restrictions; provided however, such consolidation shall not result in more building sites than the number of platted Lots involved in the Subdivision. None of the Lots shall be resubdivided in any fashion thereafter. If one (1) or more Lots, or fractions thereof, are consolidated into one (1) building site, side building setback provisions shall be applied to such resultant consolidated building site as if it were one (1) original platted Lot, so

that the exterior side walls of the Unit shall be no nearer than five (5) feet to an adjacent Unit unless such consolidated Unit shares a party wall with the adjacent Unit(s). Every such consolidated building site shall have improvements which correspond to the style and architecture of the other Units in the Subdivision. Each consolidated Lot shall only be utilized for residential purposes.

4.12. Security. All Owners shall assist in maintaining a safe and secure Subdivision. Each Owner shall keep the front entry gate to the Subdivision locked during the times established by the Board of Directors for the gate to be locked. Each Owner, for themselves, their families, their guests, invitees, employees and agents, shall lock or relock the front entry gate after entry or exit passage through such gate during such times. The Board of Directors of the Association is expressly permitted to levy fines against any Owner when the Owner, or their family, guests, invitees, employees or agents, fails or refuses to lock or relock the gate after passage into or out of the Subdivision. Such fines may be increased multiple times by the Board of Directors for multiple violations by an Owner.

4.13. Enforcement and Rules and Regulations. The Association, by and through its Board of Directors, shall enforce all of the Use Restrictions as stated in this Article IV and the Architectural Restrictions as stated in Article II. The Board of Directors is expressly permitted to levy reasonable fines against any noncomplying Owner; provided however, an Owner shall be notified in writing of a noncompliance of these Use Restrictions at least three (3) days prior to the institution of any fine, thus permitting the Owner an opportunity to correct the noncompliance. Any fine shall be paid by an Owner within fifteen (15) days of its levying. Any delinquent fine(s) shall be added to and shall become a part of the General Assessment against a Lot,

and such fine(s) shall not be subject to the Maximum Allowable assessment limits as defined in Article VI herein, and the Association has the full right to enforce collection of such fines as a Assessment as provided in this Declaration. The Board of Directors is expressly permitted to adopt such other rules or regulations as may be necessary to effectuate the purposes and intents of these Use Restrictions, as well as such other reasonable guidelines as may be determined for the effective use, administration, and operation of the Subdivision.

ARTICLE V

REGENCY POINT TOWNHOME ASSOCIATION, INC.

5.01. Membership and Voting Rights. Every Owner of a Lot 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. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership per Lot, but an Owner may be in multiple classes of membership at any one time with the right to vote their Ownership of a Lot in the appropriate class. All elections shall be conducted by written ballot.

5.02. Classes of Membership. The Association shall have two (2) classes of membership:

(a) Class A. Class A members shall be composed of all Owners of Lots having a finished Unit thereon. When more than one (1) person holds an interest in any Lot, all such persons shall be members of the Association and the vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote per position be cast with respect to any such Lot. There

shall be two (2) Class A Directors, unless such number is later changed, as provided herein. The Class A Directors shall each have a one-year term, except the first elected Directors, whose term shall be one (1) year plus the time until the next annual election. Each Class A Lot shall have one vote for each position up for election, with such votes being noncumulative (only one (1) vote per position to be filled). In election of a Class A Director, the person obtaining the greatest number of votes on the first ballot shall be elected, whether or not such a person obtains a majority of the votes in such election. A vote of a sixty percent (60%) of the Class A members may remove a Class A director, with or without cause.

(b) Class B. Class B members shall be the declarant, her successors and assigns. Class B members shall be entitled to the one (1) vote per Lot per position for each Lot such members own. There shall be three (3) Class B directors, unless such number is later changed, as provided herein. Class B Directors shall be elected for staggered three (3) year terms, except for the initial Class B Directors, whose terms shall be one, two or three years plus the time until the next annual election, with the Directors running for specific places having specified terms of office. If a Class B Director resigns or withdraws, the remaining Class B Director(s) shall appoint a successor to fill the remaining portion of that resigning Director's term. After 49 Lots in the Subdivision have been sold to non-Declarant Owners, one Class B Directorship shall be changed into a Class A Directorship. After a total of 65

Lots in the Subdivision have been sold to non-Declarant Owners, a second Class B Directorship shall be changed to a Class A Directorship. The Class B membership shall cease on the happening of either of the following events, whichever earlier occurs:

- (i) When the total Lots owned by the Declarant, her successors and assigns in the Subdivision is five (5) Lots or less; or
- (ii) On January 1, 1999.

Once Class B membership ceases, the Class B Directors and the Class B members of the Architectural Control Committee must resign within thirty (30) days.

(c) Administration. The Class A and Class B members shall have no right, as such, to vote as two separate classes on any matter except election of Directors or as required by the Texas Nonprofit Corporation Act. Otherwise, Class A and Class B members shall each vote upon all matters as one single group of voters. Within sixty (60) days of the resignation, removal or withdrawal of any Class A Director, the Board of Directors shall call a special meeting of the Association to elect a new Class A Director.

5.03. Board of Directors. The Association shall have five Directors on the Board of Directors until Class B ceases; thereafter, such number may be later changed by a vote in approval of such change by the Owners of Lots comprising at least sixty percent (60%) of the Lots in the Subdivision on a one lot/one vote basis. Except for the first two elections by the members in the Association, annual elections for the Board of Directors shall be held in the last two weeks of February of each year as nearly as possible. Notwithstanding any of the foregoing, only a non-Declarant Owner may serve as a Class A Director.

5.04. Nonprofit Corporation. Regency Point Townhome Association, Inc., a Texas Nonprofit Corporation, has been chartered and it shall be governed by the Articles of Incorporation and By-laws of said Association. All duties, obligations, benefits, rights and responsibilities hereunder in favor of the Association shall vest in said corporation.

5.05. By-Laws. The Association may make whatever rules, regulations, or By-Laws it may choose to govern the organization; provided however, these shall not conflict with the terms and provisions hereof or any law. If the By-laws are in conflict with these restrictions, then the Board of Directors shall propose amendments to the By-laws to make the By-laws in conformity with these restrictions, and the Members shall approve such amendments, if so required by the then existing By-laws.

5.06. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI

MAINTENANCE ASSESSMENTS

6.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties, any Owner signing this instrument, the Association for each Owner not signing this instrument, and each Owner of any Lot by acceptance of a Deed for such Lot, whether or not it shall be so expressed in such Deed, hereby covenants and is deemed to covenant and to agree to pay to the Association: (1) general assessments, or charges, payable as the Board of Directors shall direct, and (2) special assessments to be established and collected as hereinafter provided. The general and special assessments, (collectively the "Assessments"), together with interest, expenses, costs,

and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the Assessments are made. The Assessments, together with interests, costs, and reasonable attorneys fees, shall be the personal obligation of the person who was the Owner of such Lot at the time when the Assessments fell due. If an Owner of a Lot does not pay any of the Assessments and the Owner sells the Lot to a successor in title while the Assessments remain delinquent, then in addition to the original Owner being personally liable for the delinquent Assessments, the successor in title to a Lot shall also be personally liable for the payment obligation for the delinquent Assessments of such Lot. The Association shall provide and establish a Reserve Fund for replacement and repair of capital improvements of the Properties.

6.02. Purpose of Assessment. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents and Owners of the Properties and for the improvement and maintenance of the Properties and Common Area, and improvements thereon. The responsibilities of the Association shall include, but are not limited to, water and sewer charges (if not individually assessed to a Unit); the maintenance and repair for the buildings and building exteriors, roofs, walkways, steps or fountain area, if any; constructing and maintaining parkways, rights-of-way, easements, esplanades and other public areas; installation and operation of all street lights; construction, purchase and/or operating expenses of the recreation area, if any; payment of all legal and other expenses incurred in connection with the enforcement of all covenants, conditions and restrictions affecting the Properties to which the Assessments apply; payment of all reasonable and necessary expenses

incurred in connection with the collection and administration of the Assessments; employing security and mosquito control services; caring for vacant Lots; and doing other things necessary or desirable in the opinion of the Association to keep the Properties neat and in good order or which is considered of general benefit to the Owners of the Properties. The Association shall not use Associational funds to construct new Units at the Project or improvements directly related to such new Units. A new Unit does not include a reconstructed or repaired Unit. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

6.03. Rate of Assessment. The Assessments shall be paid by the Owner or Owners of each Lot within Regency Point in the amount assessed by the Board of Directors, and Assessments shall be payable as directed by the Board of Directors. Payment of the Assessment installments on the Lots commences on the first day of the month following conveyance of the first Lot to an non-Declarant Owner. Notwithstanding the foregoing, the amount of such Assessments shall be chargeable and payable by an Owner of any Lot, (1) at fifty percent (50%) of the assessed rate from the first day of the month following substantial completion until sale or lease to a non-Declarant Owner of the permanent structure thereon, and (2), at sixteen percent (16%) of the assessed rate after subtraction of all water charges and sewer charges, as the Declarant's assessment for each undeveloped Lot owned by the Declarant, her successors or assigns. The amount assessed to each Lot will be determined by the Board of Directors in the budget of the Association as established for the upcoming fiscal year. The general assessment may be adjusted by the Association

from year to year, and within a given year, as the needs of the Subdivision may require, as determined in the sole and absolute judgment of the Board of Directors of the Association.

The "Maximum Allowable" general assessment shall be One Hundred Forty-Five and No/100 (\$145.00) Dollars per Lot per month, unless increased as provided in Section 6.04 below. The Association shall also be permitted to assess and collect special assessments in excess of annual general assessments, payable monthly, quarterly or annually, in addition to the general assessments as provided above, if the members of the Association vote in approval of such special assessment as provided in Section 6.05.

6.04. Increasing Assessments.

(a) From and after January 1, 1990, the maximum allowable general assessment shall be increased, effective January 1 of each year, without a vote of the membership in conformance with the increase, if any, of the Consumer Price Index ("CPI"), Houston, Texas, Standard Metropolitan Statistical Area, All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Washington, District of Columbia 20212, for the full calendar year prior to the year for which the increase is being imposed. Any unused ability to increase the "Maximum Allowable" general assessments shall be carried over into subsequent years to be utilized in a following assessment year or years in the sole discretion of the Board of Directors.

(b) From and after January 1, 1990, the "Maximum Allowable" general annual assessment may be increased above the assessment increase established in Section 6.04(a) above; provided however, any such change above the CPI increase shall have the approval and assent of at least fifty percent (50%) of the votes of each of Class A and Class B which are entitled to be cast, at a meeting duly called for this purpose.

(c) After consideration of current costs and expenses and future needs of the Association, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum permitted in this Declaration.

6.05. Special Assessments. In addition to the general assessment authorized above, the Association may levy a special assessment applicable for a particular assessment year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon any Unit, building or facility, or upon the Common Area, including the necessary fixtures and personal property related thereto, or any Associational expense, including attorney's fees; provided however, any such special assessment must have the approval at least fifty percent (50%) of the votes of Class A members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. A special assessment shall only be levied against Lots which directly benefit from such assessment.

6.06. Budget. The Board of Directors of the Association shall establish a budget in advance of each fiscal year for the upcoming fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Subdivision, including a reasonable allowance for contingencies and reserves. The reserves shall include, without limitation, an adequate reserve fund for the replacement and major maintenance of the capital improvements in the Subdivision. The general assessment for a given year shall be established by the adoption of the annual budget by the Board of Directors of the Association. Copies of the budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner

shall not affect the liability of any Owner for any existing or future Assessments. If the Board of Directors at any time determine, in their sole discretion as a Board of Directors, that the general assessments levied are or may prove to be insufficient to pay the cost of operation, management and maintenance of the project in any fiscal year, then the Board of Directors shall have the authority, at any time and from time to time, to levy such additional general or special assessment and/or to increase the existing general assessment as the Board of Directors shall deem, in its sole discretion, to be necessary for that purpose.

After December 31, 1990, if the Owners of Lots within the Subdivision are not satisfied with the budget as adopted by the Board of Directors, and if the budget as adopted for a general assessment year is more than a twenty percent (20%) increase in the general assessments over the prior year, then the Owners may petition the Board of Directors for a special meeting of the members in the Association to reconsider the adopted budget for a particular year. If the Owners of fifteen percent (15%) of the Lots within the Subdivision execute the written petition calling for a special meeting to reconsider the adopted budget, or additional general assessments as provided above, then the Board of Directors shall call a special meeting of the Association within thirty (30) days of the receipt of said petition. If two-thirds (2/3) or more of the votes of Class A or Class B members vote in disapproval of the adopted budget of the Board of Directors at the special meeting of the Association, then the adopted budget for a particular general assessment year shall not remain in force or effect. In such event, any increase in the monthly assessment obligation of each Owner as stated in that adopted budget shall be limited to the greater of \$20.00 per month or an annualized fifteen

percent (15%) increase over the general assesment for the previous assessment year.

6.07. Effect of Nonpayment of Assessments and Remedies of the Association. All Assessments shall be due and payable by Owners in advance on or before the first day of each month for which said assessment payment is to be made, or as the Board of Directors shall set forth. Any Assessments which are not paid when due shall be delinquent. No Owner may vote on any matter to be considered by the Association when such Owner is delinquent in payment of any Assessments and/or such Owner has not paid any fine levied upon such Owner by the Board of Directors of the Association. Additionally, the Board of Directors is expressly permitted to shut-off the water to any Unit when the Owner of said Unit has failed to pay the required Assessments for a period of 60 days; provided however, the Association shall be required to provide a minimum of two (2) notices to the Owner of such delinquencies, which notices shall inform the Owner that water to said Unit shall be shut-off due to non-payment of the Assessments by the Owner, which Assessments are hereby noted to include the water service fee charged to the Association by the water service company. If Assessments are not paid within thirty (30) days after the due date, the Assessments shall bear interest from the due date at the maximum non-usurious legal rate of per annum interest. Payments of Assessments received after the fifteenth day of the month shall require the imposition of an additional late charge of \$15.00 per month for each Assessment payment not paid when due for administrative expenses. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the Association's lien against the Lot and Unit. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such delinquent Assessment. Each Owner, by his acceptance of a deed to a

Lot joinder herein, or ownership of a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such Assessments and collection expenses and charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure upon the Owner's Lot by an action brought in a court of competent jurisdiction in the name of the Association, or nonjudicial foreclosure by the Association of its lien in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale in connection with the lien for such Assessments and expenses. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Lot owners. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE VII

PARTY WALLS

7.01. Party Walls. Each wall which is built as a part of the original construction of the Units 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 section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is situated entirely or partly on one Townhouse building Lot instead of on the divided line between Townhouse building Lots due to error in construction, such wall shall nevertheless be deemed to be on the dividing line and shall constitute a party wall for the purposes of this section.

Reciprocal easements shall exist upon and in favor of the adjoining Townhouse building lots for the maintenance, repair and reconstruction of the party walls. The principles of this Article shall also apply to party fences separating adjoining Lots.

ARTICLE VIII

General Provisions

8.01. Enforcement. The Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all Covenants, Conditions and Restrictions, now or hereafter imposed by the provisions of the Declaration, as herein amended. Failure to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed by waiver of the right to do so thereafter.

8.02. Severability. Invalidation of any one of the Covenants, Conditions or Restrictions by judgment or court order shall in no way affect any other provision, and all other provisions remain in full force and effect.

8.03. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or any Owner subject to this Declaration, and their respective legal representatives, heirs, successors and assigns. Unless amended as provided herein, this Declaration shall be effective for a term of twenty-five (25) years from the date this instrument is recorded. Unless the Owners of eighty percent (80%) of the Class A Lots vote against automatic renewal of these restrictions at a meeting of the Owners during the last four years of the existing term of these restrictions, these restrictions shall automatically be renewed for another successive ten (10) year period.

8.04. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended during the initial twenty-five (25) year term by an instrument signed by the Declarant, her successors or assigns if the successor or assign owns five or more Lots in the Subdivision, and signed by the non-Declarant Owners of twenty percent (20%) or more of the Lots in the Properties. When there are no Class B members in the Association, this Declaration of Covenants, Conditions and Restrictions may be amended (i) during the initial twenty-five (25) year term, by an instrument signed by not less than sixty percent (60%) of the Owners of Lots in the Subdivision; and (ii) during any succeeding ten (10) year term by an instrument signed by not less than fifty percent (50%) of the Class A Owners of Lots in the Subdivision. No amendment shall be effective until recorded in the Deed Records of Montgomery County, Texas, and until the approval of any governmental regulatory body which is required shall have been obtained.

8.05. Replatting. The Declarant has a right to replat the existing plat for Regency Point. Each Owner by acceptance of a Deed to a Unit or by execution hereunder, and each Owner's successors and assigns, shall be deemed to appoint and does appoint the Declarant as each said Owner's true and lawful agent and attorney-in-fact to execute and approve any replat of the Subdivision for and on behalf of any Owner. Notwithstanding the foregoing, no replat shall be filed by the Declarant without the express approval of the Owners of sixty percent (60%) of the Class A Lots if such replat contains more than eighty-one (81) Lots within the Properties or if any Lot is less than fifteen feet (15') wide.

8.06. Liens. Any Lien in favor of the Declarant, and/or Regency Point Townhome Association, Inc., arising out

of or resulting from the failure of any Owner to pay any of the Assessments assessed against the Owner at the Regency Point Subdivision is hereby specifically made subordinate and inferior to (1) liens and charges for taxes past due and unpaid on the Lot and/or Unit, and (2) payments due under bona fide purchase money mortgage instrument or the lien thereof, which have been duly recorded. Any mortgagee intended to be protected hereby shall, upon request, be entitled to written notification from the Association, or its successors or assigns, of the failure by the Owner to meet any obligation of the Declaration of Covenants, Conditions and Restrictions or the By-Laws of the Association, which failure is not cured within thirty (30) days.

EXECUTED this the 4th day of December, 1990.

DECLARANT:

Joy Nell Drew
JOY NELL DREW, Individually and
as the Testamentary Trustee
under the Will of Walter Alvin
Drew, Deceased, who is the
Owner of 51 Lots

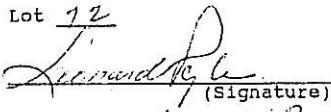
ASSOCIATION:

REGENCY POINT TOWNHOME
ASSOCIATION, INC.

By: Joy Nell Drew President
Print Name: Joy Nell Drew

By: Jean A. Drew Secretary
Print Name: Jean A. Drew

OWNERS:

Lot 72
(Signature)Print Name: LEONARD PYLE

OWNERS:

Lot

(Signature)

Print Name:

(Signature)

Print Name:

(Signature)

OWNERS:

Lot 67
(Signature)Print Name: AL MOELLENBERG

OWNERS:

Lot

(Signature)

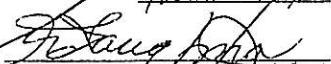
Print Name:

(Signature)

Print Name:

(Signature)

OWNERS:

Lot 73
(Signature)Print Name: YVONNE VAUGHN
(Signature)Print Name: James VAUGHN

OWNERS:

RECORDED'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND
CHANGES WERE PRESENT AT THE TIME
THE INSTRUMENT WAS FILED AND RE-
CORDED.Lot

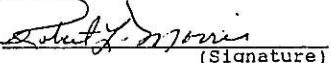
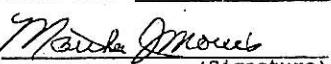
(Signature)

Print Name:

(Signature)

Print Name:

OWNERS:

Lot 70
(Signature)Print Name: ROBERT L. MORRIS
(Signature)Print Name: MARTHA J. MORRIS

OWNERS:

Lot

(Signature)

Print Name:

(Signature)

Print Name:

OWNERS:

Lot 37Judith Huffines
(Signature)Print Name: Judith Huffines

OWNERS:

Lot Judith Huffines
(Signature)Print Name: Judith Huffines

OWNERS:

Lot 39Ruth R. Burmester
(Signature)Print Name: Ruth R. Burmester

OWNERS:

Lot Ruth R. Burmester
(Signature)Print Name: Ruth R. Burmester
(Signature)Print Name:

OWNERS:

Lot 64Sam W. Levings
(Signature)Print Name: Sam W. Levings
(Signature)Print Name:

OWNERS:

Lot Sam W. Levings
(Signature)Print Name: Sam W. Levings
(Signature)Print Name:

OWNERS:

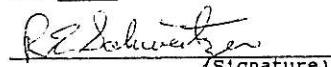
Lot
(Signature)Print Name:

OWNERS:

Lot
(Signature)Print Name:
(Signature)Print Name:
(Signature)Print Name:
(Signature)Print Name:

OWNERS:

Lot 27


(Signature)
Print Name: R.E. SCHUETZLER

OWNERS:

Lot _____

(Signature)

Print Name: _____

(Signature)

Print Name: _____

(Signature)

Print Name: _____

OWNERS:

Lot _____

OWNERS:

Lot _____

(Signature)

Print Name: _____

(Signature)

Print Name: _____

(Signature)

Print Name: _____

(Signature)

Print Name: _____

OWNERS:

Lot _____

OWNERS:

Lot _____

(Signature)

Print Name: _____

(Signature)

Print Name: _____

(Signature)

Print Name: _____

(Signature)

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OWNERS:

Lot _____

OWNERS:

Lot _____

(Signature)

Print Name: _____

(Signature)

Print Name: _____

(Signature)

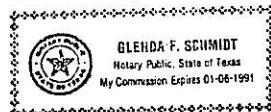
Print Name: _____

(Signature)

Print Name: _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4th
day of December, 1990, by JO NELL DREW, Individually
and as the Testamentary Trustee under the Will of Walter
Alvin Drew, Deceased.



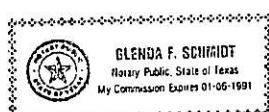
Glenda F. Schmidt
Notary Public, State of Texas

GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4th
day of December, 1990, by St. Noel Kiser,
President of REGENCY POINT TOWNHOME ASSOCIATION, INC., a
Texas nonprofit corporation.



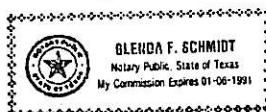
Glenda F. Schmidt
Notary Public, State of Texas

GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS §
§
COUNTY OF §

This instrument was acknowledged before me on the 4th
day of December, 1990, by John A. Drew,
Secretary of REGENCY POINT TOWNHOME ASSOCIATES, INC., a
Texas nonprofit corporation.



Glenda F. Schmidt
Notary Public, State of Texas

GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 4th
day of December, 1990, by Kenneth R. Burton,
and _____.

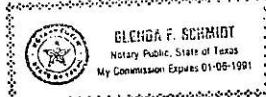


Glenda F. Schmidt
Notary Public, State of Texas
Glenda F. Schmidt
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 4th
day of December, 1990, by Kenneth R. Burton by Deputy of
and Michael A. Wilson.



Glenda F. Schmidt
Notary Public, State of Texas
Glenda F. Schmidt
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 4th
day of December, 1990, by Josephine M. Fiedl,
and _____.

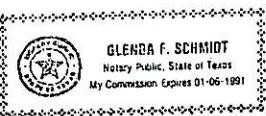


Glenda F. Schmidt
Notary Public, State of Texas
Glenda F. Schmidt
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 4th
day of December, 1990, by James B. Lipska,
and _____.



Glenda F. Schmidt
Notary Public, State of Texas
Glenda F. Schmidt
Printed Name of Notary

My Commission Expires: 1-6-91

PET0719G1-89/vj

693-01-2079

REGENCY POINT TOWNHOME ASSOCIATION, INC.
LARK CONNOR
9424 ENNORA
HOUSTON, TEXAS 77080

PROXY FOR SPECIAL MEETING OF REGENCY POINT TOWNHOME ASSOC, INC.

December 4, 1990.

I, MICHAEL B. HUNN am owner of Townhome # 35,
and am a member of the Regency Point Townhome Assoc., Inc.
Unable to attend the special meeting on Tuesday, December 4, 1990,
I hereby tender this proxy to KENNETH BURTON
(Attending member's name)

Signature

Date

12/4/90

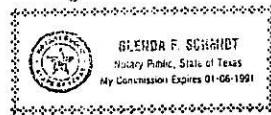
36.

DEC 4 '90 14:34

713 267 2911 PAGE 002

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 4th
day of December, 1990, by Janet Julian
and Hugo Gutierrez.



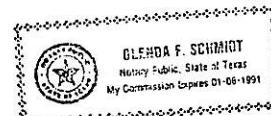
Glenda F. Schmidt
Notary Public, State of Texas

GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 4th
day of December, 1990, by Janet Julian
and Hugo Gutierrez.



Glenda F. Schmidt
Notary Public, State of Texas

GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 4th
day of December, 1990, by Glenda L. Reincke
and Glenda L. Reincke.



Glenda F. Schmidt
Notary Public, State of Texas

GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 4th
day of December, 1990, by Glenda L. Hartley
and Glenda L. Hartley.



Glenda F. Schmidt
Notary Public, State of Texas

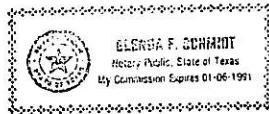
GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

PET0719G1-89/uJ

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 4th
day of December, 1990, by Leonard Fugler,
and _____.



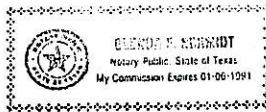
Glenda F. Schmidt
Notary Public, State of Texas

Glenda F. Schmidt
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 4th
day of December, 1990, by Alva D. Wollenberg,
and _____.



Glenda F. Schmidt
Notary Public, State of Texas

Glenda F. Schmidt
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 4th
day of December, 1990, by Frances Brugh,
and Frances Brugh.



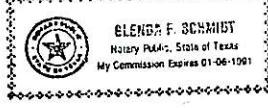
Glenda F. Schmidt
Notary Public, State of Texas

Glenda F. Schmidt
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 4th
day of December, 1990, by Robert L. Morris,
and Martha J. Morris.



Glenda F. Schmidt
Notary Public, State of Texas

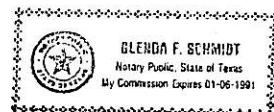
Glenda F. Schmidt
Printed Name of Notary

My Commission Expires: 1-6-91

PET0719G1-89/uj

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 4th
day of December, 1990, by G. W. Buffine
and Judith Buffine.



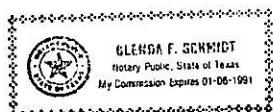
Glenda F. Schmidt
Notary Public, State of Texas

GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 4th
day of December, 1990, by Ruth R. Bringier
and .



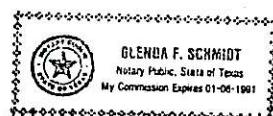
Glenda F. Schmidt
Notary Public, State of Texas

GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 4th
day of December, 1990, by Sam W. Livingston
and .



Glenda F. Schmidt
Notary Public, State of Texas

GLENDA F. SCHMIDT
Printed Name of Notary

My Commission Expires: 1-6-91

THE STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 16th
 day of December, 1990, by R. J. Schmidt,
 and _____.



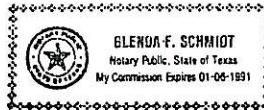
Glenda F. Schmidt
 Notary Public, State of Texas

Glenda F. Schmidt
 Printed Name of Notary

My Commission Expires: 1-6-91

RETURN TO:

Mrs. Jo Nell Drew
 9424 Emnora
 Houston, Texas 77080



PET0719G1-89/uj

FILED FOR RECORD

10 DEC 14 PM 1:24

Boyd Harris
 COUNTY CLERK
 MONTGOMERY COUNTY, TEXAS

DEC 14 1990

