

107-43-3627

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107-43-3627 N809010 \$ 37.00

Amend

AMENDMENT AND SUPPLEMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LEAMONT HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the following described property (the "Property") is filed of record in the office of the County Clerk of Harris County, Texas among the Deed Records of Harris County, Texas in Volume 8211, Page 403, under File No. D214946.

Reserve "G", Block #2, LEAWOOD SECTION FOUR (4), a subdivision in Harris County, Texas, according to the plat of said subdivision recorded in Volume 152, Page 61 of the Map Records of Harris County, Texas, SAVE AND EXCEPT that certain portion of said Reserve "G" described by metes and bounds as follows: *lee*

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n
BEGINNING at the Northwest corner of the above said Reserve "G", said point also being in the intersection of the South right-of-way line of Beechnut Street, based on 100.00 feet in width and the Easterly right-of-way line of Leawood Boulevard;

THENCE S 76° 58' 00" E following along the South right-of-way of the above said Beechnut Street, a distance of 138.00 feet to a point for corner;

THENCE S 13° 02' 00" W a distance of 150.00 feet to a point for corner;

THENCE N 76° 58' 00" W a distance of 119.62 feet to a point for corner in the Easterly right-of-way line of the above said Leawood Boulevard, based on 60.00 feet in width;

THENCE in a Northerly direction following along the Easterly right-of-way line of the above said Leawood Boulevard, being a curve to the right, having a radius of 300.00 feet, a central angle of 44° 52' 58", a distance of 140.99 feet to a point in the easterly right-of-way line of the above said Leawood Boulevard;

THENCE N 58° 02' 00" E continuing along the Easterly right-of-way line of the above said Leawood Boulevard, a distance of 20.00 feet to a point for corner and the PLACE OF BEGINNING;

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from which property there has been, or will be, cut out 17 Building Sites for 101 Lots, all as hereinafter provided, said Building Sites being more fully described in Exhibit I, attached hereto and made a part hereof for all purposes; and all the remainder of said property shall constitute Common Area;

and

WHEREAS, the Declaration provides, pursuant to Article X, Section 3, that the covenants and restrictions contained therein shall run with and bind the land for twenty (20) years from the date on which it is recorded (said date being December 1970) after which time the covenants and restrictions would be automatically extended for successive ten (10) year periods, that the Declaration may be amended after the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, and that any amendment must be properly recorded in Harris County, Texas; and

WHEREAS, seventy-five (75%) percent of the Lot Owners, as defined in the Declaration, desire to supplement and amend the Declaration in order to insure and preserve the value and integrity of the Property; and

WHEREAS, the signatures hereon constitute at least seventy-five (75%) percent of the Lot Owners; and

WHEREAS, the undersigned Lot Owners desire that the terms and provisions of the Declaration remain the same except that the covenants, conditions and restrictions contained herein be added to and made a part of the covenants and restrictions set forth in the Declaration, and that the covenants and restrictions contained in this Amendment shall also bind the Lot Owners and shall run with the land.

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NOW, THEREFORE, it is hereby declared as of the date of recording of this Amendment and Supplement to the Declaration that the Property shall be held, sold and conveyed subject to the terms and provisions of the Declaration and this Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LEAMONT HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" and/or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or portion of a Lot, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All of the properties above described and the buildings, structures and improvements thereon, SAVE AND EXCEPT the seventeen (17) Building Sites above described and shall include for example, but not by way

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of limitation, all recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, pipes, wires, conduits and other public utility lines situated thereon.

Section 5. "Lot" or parcel, shall mean and refer to that portion of any of the seventeen (17) Building Sites (which except the Common Area) on which there is or will be constructed a single family townhouse which is to be individually and separately owned. "Townhouse" shall mean a single family residence unit joined together with at least one more single family residence by a common wall, or walls, and/or roof and/or foundation.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid beyond thirty (30) days.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to

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such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. As a right running with the real property, ownership of each Lot shall entail the use and enjoyment of all walks, stairs, pavement, driveways, guest parking areas, entrances and exits owned by the Association and there shall always be access by both pedestrians and vehicles to and from each Townhouse to a street dedicated to public use without hindrance of such communication ways by the Association and/or Owners of the Townhouses subject, however, to the terms and provisions hereinafter set forth. Title to the Common Area shall remain undivided in the Association so as to preserve the rights of the Owners with respect to their use and enjoyment of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall

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be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership: Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) all annual assessments and/or charges; (2) special assessments, and (3) all other charges levied as assessments which are associated with the collection of any unpaid annual and/or special assessments and all charges and costs levied and assessed by the Association for the enforcement of the terms and provisions of the Declaration and this Amendment and Supplement to the Declaration whether in law or in equity including court costs and reasonable attorney's fees, such assessments to be established and collected as hereinafter provided. The annual and special assessments and all other assessments for the enforcement of the terms of the Declaration and this Amendment, together with interest, costs, and reasonable

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attorney's fees, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated on the Properties.

Section 3. Determination of Assessment. The assessments shall be determined by the Board of Directors of the Association based upon the cash requirements necessary to provide payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area. This determination may include, among other items, taxes, governmental assessments, landscaping and grounds care, lighting, repairs and renovation, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, insurance, expenses and liabilities incurred by the Association under or by reason of the Declaration or this Amendment thereto, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserved contingency fund.

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Section 4. Maximum Annual Assessment. If the Board of Directors of the Association determines at any time during the calendar year that a greater increase of the yearly assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board of Directors may call a special meeting of the Board and by a majority vote of the Board of Directors present at such meeting, the Board may levy a special assessment for an amount the Board deems adequate, and such special assessment shall be payable as the Board deems reasonably necessary, and the Owners shall be and remain obligated pursuant to all provisions hereof.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$300.00 per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the Association membership, or the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

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reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of the Association members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4 or 5 shall be sent to all Association members not less than 20 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the

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calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or its agent, including any management company, setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments (together with penalty fees, interest, cost of collection, including attorney's fees), which are not paid on or before the due date for payment thereof according to the determination by the Board of Directors of the Association shall become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the Owner and his heirs, devisees, personal representatives, and assigns and, in addition to the foregoing, be subject to a late charge that may be established from time to time by the Board of Directors of the Association at its sole discretion. This lien shall be superior to all other liens and charges against the property, save and except tax liens, and shall specifically be prior to any declaration of homestead. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association is hereby dedicated and

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appointed as the duly authorized agent to either bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the LEAMONT HOMEOWNERS ASSOCIATION, INC., or its agent, including any management company, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to appoint a Trustee to hold a foreclosure sale and in addition to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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Section 10. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase-money mortgages shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All properties dedicated to and accepted by a local public authority exempt from taxation by the laws of the State of Texas shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type.

Section 13. Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all townhouses, unless

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the Owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Areas, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual townhouses, shall be common expenses. All such insurance coverage, including insurance on individual townhouses obtained by the Board of Directors, shall be written in the name of the Association as Trustee for each of the townhouse owners. Insurance on individual townhouses obtained by such townhouse owners may be written in the name of the individual owners. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses so covered and a debt owed by the Owners and shall be collectible by any lawful procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owner's lot and townhouse and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any purchase-money mortgages and shall be enforceable in the same manner as any lien created by failure to pay the maintenance

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assessments as set forth herein above. In addition to the aforesaid insurance required to be carried by the Owners and/or the Association, any Owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly,

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the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 5, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event that such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners of the damaged townhouses as their interest may then appear. In the event of damage or destruction by fire or other casualty to any townhouse, carport, storage area or other property covered by insurance written in the name of an individual owner, said Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the carport, storage area and exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse, carport and storage area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhouse and carport and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The Owner shall then repay the

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Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided.

Notwithstanding the foregoing provisions of this Section 13, it is further provided that the requirement for the maintenance of insurance on a townhouse shall not apply to any townhouse acquired by the Veterans Administration or Federal Housing Administration under a mortgage foreclosure during the period of Ownership by either of said Veterans Administration or Federal Housing Administration.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent applicable to the prevailing law, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owner of a Townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner, who by his negligent or willful act causes the Party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after

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written request thereof, the Board of Directors of the Association shall select an arbitrator for the refusing party. In no event shall any decision by the arbitrator be binding on any of the parties.

UTILITY CHARGES

Section 1. Utilities. Each Owner shall be obligated to pay and shall pay for any and all utilities, including electricity, gas and water supplied to his Lot. Each Lot shall be separately metered. Any and all utility charges which are not paid to the Association on or before the due date for such payment and/or payments as established by the Board of Directors of the Association from time to time shall be deemed delinquent and a late charge of \$10.00 shall be assessed for each month that any utility charges or any part thereof shall remain unpaid. In addition to the foregoing, each Owner hereby grants to the Association a lien on his Lot to secure payment of any utility charges incurred by the Association for utilities supplied to his Lot and which are delinquent.

Section 2. Effect of Non-Payment. If any utility charge or any part thereof becomes delinquent and remains unpaid on any Lot after the due date for payment, the Association shall have, in addition to other rights set forth herein, the right, but not the obligation, to terminate and discontinue any and all utility service to such Lot that has outstanding delinquent utility charges due and owing the Association. If any utility charge or any part thereof is not paid on or before five (5) days from the due date

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for payment, the Association shall send notice by regular mail to the Lot Owner obligated to pay same at the last known address of such Owner according to the records of the Association and/or its agent informing the Owner that if payment in full of all charges due and owing is not received within five (5) days from the date of such notice that the Association shall discontinue and terminate utility service to such Lot with the words "termination notice" or similar language displayed on the notice. The notice shall include the address and name of the property manager and the hours of the property manager so as to make arrangements for the payment of the delinquent charges and for reconnection of said services. A reconnection charge in any amount as shall be determined by the Board of Directors of the Association shall be charged to the Owner if any utility service is disconnected for nonpayment of any utility bill or any part thereof. Each Owner hereby vests in the Leamont Homeowners Association, Inc. or its agent the right and power to bring all actions against such Owner personally for the collection of utility charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of similar liens, including the maintenance liens described in Article IV hereof, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with this lien for utility charges. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other

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Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to appoint a Trustee to hold a foreclosure sale and to bid in an interest foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot after its purchase, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, prior approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance as deemed necessary by the Board of Directors, upon each Lot which is subject to

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assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, carports, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, patios, foundations, windows and doors, and door fixtures and hardware. Maintenance and repair of these areas and foundations in particular shall be the sole responsibility of the individual Lot owner.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII

USE RESTRICTIONS

Section 1. All buildings or structures on the property shall be of new construction.

Section 2. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 3. No buildings other than Townhouses, being single family residences joined together by a common wall or walls, and/or roof and/or foundation, shall be constructed on the Lots.

Section 4. No building or structure shall be moved onto said Lots.

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Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. No advertising signs (except one "For Rent" or "For Sale" sign of not more than five square feet per Lot) billboards, political signs, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Lots.

Section 7. The foregoing covenants of this Article VIII shall not apply to the activities of the Association.

Section 8. No owner shall allow more than two (2) permanent residents per bedroom. A permanent resident for purposes of this rule is defined as an individual occupying the premises in excess of two weeks.

Section 9. No sidewalks, driveways, and/or entrance areas shall be obstructed or allowed to be obstructed or used in any manner that creates an obstruction by any Owner, or their family members, agents, employees, servants, guests, tenants, licensees or invitees (all of which for the purposes of this Article shall be collectively referred to as the "Owner/Occupant") so as to prevent the use of such areas for ingress and egress upon and within the Property.

Section 10. All driveways and entrances upon the Property are deemed fire lanes in accordance with the City of Houston Fire Code and as such no Owner/Occupant shall allow any item including but not limited to motor vehicles, motorcycles, boats, trailers,

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cars, vans, trucks, storage facilities or any item of any nature whatsoever to be parked or otherwise placed upon or within any driveway or entrance at any time whatsoever, except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. If in the event any Owner/Occupant shall park and/or place or allow to be parked or placed any item including but not limited to motor vehicles, motorcycles, boats, trailers, cars, vans, trucks, storage facilities or any item of any nature whatsoever so as to obstruct or restrict the use of the driveways and entrance areas for any reason whatsoever, then the Association and/or any Owner shall have the right to have the obstruction removed by any means whatsoever including but not limited to the towing of such obstruction, and all of the cost of such removal shall be assessed to the Owner/Occupant whose actions or lack of action resulted in a violation of the provisions, and the Association shall have all rights and remedies available for collection of such assessments as herein provided.

Section 11. For a period not to exceed seventy-two (72) consecutive hours, family, guests and invitees of Owners/Occupants may park their vehicles in the guest parking areas provided on the properties. Guest parking areas are not intended for use by Owners/Occupants for parking or storing boats, vans, trucks, buses, mobile homes, trailers, camping units, or any personal vehicles. No vehicle shall remain parked in any area designated as a guest parking area for longer than a period of 72 consecutive hours

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without the prior written permission of the Board of Directors. In the event that any vehicle shall remain parked in violation hereof, then such vehicle is subject to and may be towed at the sole discretion of the Board of Directors without any notice to the owner or user of said vehicle, and the owner of such vehicle shall be liable for and bear all costs associated with its removal including, but not limited to, costs of towing, storage and retrieval of such vehicle.

Section 12. No derelict/abandoned vehicle shall be parked, placed or allowed to remain on any portion of the Property (including carport) for longer than 72 consecutive hours. Derelict/abandoned vehicles shall include but not necessarily be limited to the following, to-wit:

- (1) vehicles that have an expired license plate and/or inspection sticker;
- (2) vehicles that have a minimum of one flat tire or no tire or wheel attached;
- (3) vehicles that do not and are not capable of operation;
- (4) any vehicle that is in such a condition so as to prevent it from being lawfully operated on any public street or road.

Any derelict/abandoned vehicle that is parked, placed or remains on any portion of the Property (including carport) for any amount of time in excess of a consecutive 72-hour period is subject to and may be towed at the discretion of the Board of Directors, and the owner shall be liable for and bear all costs associated with the removal of such derelict/abandoned vehicle including, but not limited to, the cost of towing, storage and retrieval.

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The Board of Directors shall not be responsible for any cost or damages resulting from the towing of any vehicle as a result of a violation of this Section.

Section 13. No Owner/Occupant shall perform or cause to be performed any repair work, dismantling, or assembling of or to any vehicle including cars, trucks, trailers, vans, motorcycles, boats, mobile homes, recreational vehicles, campers, motor scooters, garden maintenance vehicles, golf carts, etc., at any time upon the Property, save and except a minor tuneup and/or the changing of motor oil and filter, provided however that the Owner/Occupant shall clean the carport area utilized for this purpose and any damage done to the property including damage done by the spillage or leakage of oil or other lubricants shall be assessed to the Owner of the unit that caused or allowed to be caused either directly or indirectly, with or without knowledge and/or consent, and said Owner shall be liable for the cost of such damage including but not limited to the cost associated with any cleanup and any other costs, fines, and/or penalties for violations.

Section 14. No vehicular or method of transportation of any kind whether or not propelled by motor or engine (including but not limited to bicycles, tricycles, skateboards, roller skates, etc.) shall be operated on the Common Areas of the Property except for the driveways and entrance and exit ramps and in no event shall any vehicle or other method of transportation be used, maintained, operated or placed on any sidewalk or grassy area.

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Section 15. The Common Areas shall not be used for storage of supplies, personal property, trash, or refuse of any kind, save and except receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Areas at the discretion of the Board of Directors of the Association. Nor shall the Common Areas and/or any portion of any Lot (patio and carport) be used in any way or manner for the drying, shaking or airing of clothing or other items except when such drying, shaking or airing may be done in such a manner so as not to be seen from any other Lot on the Property nor any Common Area and adjacent street or road. In general, no activities shall be conducted nor condition maintained by any Owner/Occupant either on his Lot or upon the Common Areas which despoils the appearance of the Property.

Section 16. Except in the individual patio area appurtenant to a townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the building or as approved by the Association's Board of Directors or its designated architectural committee. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual Lot owner and shall not be the responsibility of the Association.

Section 17. Each Owner/Occupant shall maintain and continue to maintain his Lot, including patio, carport, and trash cubicle areas in a clean, safe and sanitary condition free and clear and

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devoid of all debris and weeds and shall also keep all grass upon his patio mowed so as to prevent any unsightly appearance. In the event that any Owner/Occupant shall fail to keep his Lot in such a condition and weed free and mowed, then the Board of Directors of the Association may enforce this provision and/or the Association or its agent may engage the services of others to perform such work so as to bring any nonconforming Lot in compliance herewith and assess the cost of same to the Lot and its Owner and seek all remedies herein available for collection of such assessment if not paid within thirty (30) days after the date of assessment.

Section 18. All rubbish, trash, or garbage shall be kept in the trash cubicle so as not to be seen from neighboring Lots and/or streets, and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

Section 19. No structure of a permanent or temporary nature or character, trailer, mobile or modular, tent, shack, garage, doghouse, other outbuilding, radio antennae, "Ham" radio antennae, "CB" radio antennae or other television antennae or accessory shall be built, erected or placed, allowed or maintained on any unit, Lot or Common Area without the prior written consent of the Board of Directors of the Association. Additionally, no owner shall park, place, store, keep or allow to be parked, placed, stored or kept anywhere within or upon the property any large commercial-type vehicle (dump truck, cement and mixer truck, oil or gas truck, delivery truck, wrecker, tow truck, ambulance, utility trucks, flatbed trucks, trailers [of any nature], tractors, monster trucks,

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graders or other heavy-duty construction equipment suitable for transportation and motor or engine propelled or buses), or any recreational vehicles (camper unit, motor home, "RV", mobile home, boat).

Section 20. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior walls of the Townhouses, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

Section 21. An Owner/Occupant shall maintain and keep in good repair (and replace if so required) the interior of his unit, including window blinds, light-colored curtains and the fixtures thereof, including all exterior fixtures such as lighting fixtures, appliances and heating and air conditioning units (including compressors, wiring, duct work, vents, fans, heating unit and cooling coils) serving the unit (whether located inside or outside the unit) and all electrical systems, water lines and other fixtures located inside or outside the unit on each Owner's Lot. An Owner/Occupant shall be obligated to promptly repair and replace any broken or cracked windows. Should an Owner/Occupant fail to maintain or repair the fixtures on or about any unit on any Lot, then the Association shall have the right to perform such

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maintenance and repair as it deems reasonably necessary for the benefit of the Association, and the costs thereof shall become an assessment against such unit and Lot.

An Owner/occupant shall do no act nor any work that will impair the structural soundness or integrity of any unit.

Section 22. No Owner/Occupant shall cause or permit to be caused the interruption of any system, including but not limited to plumbing, electrical, etc., that serves any unit other than the unit that serves the Owner engaged in the interruption of the system, without the prior consent of either the Board of Directors of the Association or its agent, including any duly authorized management company.

Section 23. No Owner/Occupant shall install, place or attach or allow to be installed, placed or attached any device whatsoever, including but not limited to television and/or radio antennas, wiring, machines, heating or air conditioning units or anything else that would protrude through the walls or roof of any building located on the Property. No Owner/Occupant shall install or allow to be installed any air conditioning system to the portion of the exterior of any building or unit or located on the Property without the prior written consent of the Board of Directors of the Association.

Section 24. No animals, livestock, poultry or exotic animals of any kind shall be raised, bred, or kept on any Lot. Dogs, cats or other common household pets (not to exceed a total of two [2] pets) may be kept, provided as follows:

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- (a) All such animals shall be kept in conformity with all governmental laws, including but not limited to, City, County, State and Federal laws and/or regulations as may be in effect from time to time;
- (b) No cat or dog shall be let loose to roam outside a unit. Except when within its Owner's/Occupant's unit, all pets must be kept on a leash under the Owner's/Occupant's control. (This is a City of Houston Ordinance.)
- (c) Owners/Occupants are responsible for any property damage, injury, odor, disturbances, etc., caused by their or their guests' pets.
- (d) Owners/Occupants shall not permit any animal to bark, howl, or make other loud noises for such a time as same tends to disturb neighbors' rest or peaceful enjoyment of their units or the Common Areas.
- (e) The Association has designated the utility easement area on the south side of the townhouse complex as a pet walk area. Owners/Occupants must see to it that their pets relieve themselves there and there only. If not, they are responsible for cleaning it up and disposing of it in their own garbage receptacle or in the designated pet walk area. "Poop scoops" can be purchased for removing the waste.
- (f) Absolutely no pets are allowed within the pool area fence, nor shall pets be chained or tied to the fence.

Section 25. No cooking, or other activity shall be done or performed or allowed to be done or performed on any Lot patio/carport or on the Common Area that would be in violation of the City of Houston Fire Code or which would result in the termination, cancellation or violation of any provision of insurance maintained by any Owner/Occupant or the Association on any building or structure located on the Property.

Section 26. No Owner/Occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a

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TV, stereo, VCR, or radio loudspeaker in any unit, or any portion of the Common Area or on the patio or carport that at any time may tend to disturb or annoy other occupants of the buildings. Nor shall any Owner/Occupant make loud, disturbing, or objectionable noises, or talking in such manner as may disturb or tend to disturb occupants of other units at any time. No Owner/Occupant shall receive or transmit through the use of any device including but not limited to a ham radio any sounds that cause interference with the quiet enjoyment of any other Unit Owner.

Section 27. No noxious or offensive activity shall be carried on in any unit or on or in the Common Areas nor shall anything be done therein which may be or become an annoyance or nuisance to other unit Owners/Occupants (such as honking horns, loud booming music, loud boisterous talking, drunkenness, abusive profane language, or loud parties.

Section 28. The use or discharge of firearms, firecrackers, or other fireworks on the Lots or Common Area is prohibited.

Section 29. Owner/Occupant shall be bound by and abide at all times by the following provisions when using the designated swimming pool area:

- a. Children under fourteen (14) years of age must be accompanied by a responsible adult.
- b. No persons having sores, wearing bandages, or who are ill may swim in the pool.
- c. Proper swimming attire must be worn - NO CUTOFFS.
- d. No running or horseplay.
- e. Food and drinks must be kept at least six feet (6') from the pool.

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- f. The use of non-breakable containers is required - NO GLASS.
- g. Persons using the pool are responsible for disposing of all their trash and cans in the trash receptacle in the pool area.
- h. Pool hours are 7:00 a.m. to 10:00 p.m. Sunday through Friday; 7:00 a.m. to midnight Saturday, from April through September. No noise, including but not limited to music, which may tend to disturb any neighbors is permitted at any time.
- i. Absolutely no pets allowed in the pool area.
- j. The pool gate must be kept closed and latched at all times.
- k. Unauthorized persons are prohibited from operating any of the pool equipment.
- l. Pool furniture and other recreational equipment must not be thrown or placed in the pool.
- m. One key to the pool has been provided each unit owner upon request to the Board of Directors of the Association or its agent. The Owner is responsible for providing this key to a lessee and for its return to the Owner upon lease termination. If the key is lost, the Owner may request, sign, and pay for a replacement key from the Board of Directors of the Association or its agent.
- n. Failure to comply with any of these rules may forfeit use of the pool, as determined by the Board of Directors of the Association or its agent.
- o. Persons not observing these rules must take and hereby assume full responsibility for injury or damage resulting therefrom.

Section 30. Nothing shall be done or kept in any unit or in the Common Area which will increase the rate of insurance for the property without the prior written consent of the Board. No Owner/Occupant shall permit anything to be done or kept in his unit or in or on the Common Areas which will result in the cancellation

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of insurance on any unit, or any part of the Common Areas, or which will be in violation of any law. In the event that any Owner/Occupant shall do or allow to be done, keep or allow to be kept any act or thing in any unit or in the Common Area which results in the rate of insurance for the property being increased, then in such event the Owner that caused or allowed to be caused with or without that Owner's knowledge actual or otherwise, the rate increase, then the Owner shall be personally liable to the Association for all damages incurred, including money damages, and for all costs associated with the collection of same, and all such resulting costs to the Association shall be assessed to the Owner, and such assessment if unpaid shall constitute a lien upon the Owner's property and be subject to enforcement as provided herein.

In the event that any Owner/Occupant shall do, keep, allow to be done or kept any act or thing in any unit or in the Common Area that results in damage or injury to anyone or thing, then in such event the Owner who performed or allowed to be performed or kept or allowed to be kept any such act or thing shall be personally liable for any and all damages caused or proximately caused thereby.

Section 31. Each Owner shall provide proof of any and all insurance required in amounts and form pursuant to Article IV, Section 13 of the Declaration, to the Board of Directors of the Association. The Owner is responsible for providing the Board with updated proof of insurance coverage as insurance policies are renewed or moved to a different insurance carrier. If in the event that any Owner shall fail to provide proof of such insurance in

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form sufficient to the Board of Directors of the Association, then the Association shall have and continue to have all rights heretofore set forth in the Declaration and this Amendment.

Section 32. Each and every Lot and unit shall be used for residential purposes only. No Owner/Occupant shall use or occupy any unit or Lot for any purpose other than as a private residence. No professional business or commercial activity shall be carried on upon the Property. No business or commercial structure of any kind whatsoever shall be placed on any portion of the Property and no unit on any Lot or any area of any Lot shall be used for mechanical repair or construction work, manufacturing or production of any product except purely for such purposes as would be considered a hobby and not a business, primary or otherwise, by the United States Internal Revenue Service regardless of whether such hobby shall be done for the purpose of profit.

Section 33. Garage sales may be held from time to time by an Owner/Occupant with the prior written permission of the Board of Directors of the Association or its agent stating the date, time, and the utility easement location of such sale. The designated areas for garage sales are at the extreme east and west ends of the utility easement (on the south side of the townhouse complex). All garage sales must be held within the time period from 9:00 a.m. to 8:00 p.m.

Section 34. In the event a unit Owner wishes to lease his/her unit, they must provide the Board of Directors of the Association, and/or its agent, the Management Company, with the

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name and phone number of the lessee together with the Owner's current mailing address and telephone number in order for all Association-related information to be properly distributed. An owner who leases his townhome is responsible for providing a copy of this Amended and Supplemented Declaration of Covenants, Conditions and Restrictions, which includes all Rules and Regulations in force and effect for the Property to each new lessee and for ensuring that the lessee understands them so they can comply with them.

Section 35. Notwithstanding any other provisions to the contrary herein contained, no Owner/Occupant shall erect, construct, place, maintain, permit to remain or allow to be erected, constructed, placed, maintained or permitted to remain any burglar bars on any Unit, or any other item of improvement or repair or undertake to repair or permit to be repaired any Unit for whatever reason without the approval of either the Board of Directors of the Association or the Architectural Control Committee of the plans and specifications for such work which must be presented to the Board of Directors of the Association by the Owner/Occupant.

Section 36. An Owner/Occupant who violates or causes a violation of any of the provisions contained in this Article shall in addition to other actions available as rights, remedies and/or penalties set forth in the Declaration and in this Amended and Supplemented Declaration be subject to an additional fine and/or penalty to be levied as a special assessment by the Board of

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Directors of the Association in an amount of not less than \$100.00 per violation and collected by any and all means available to the Association for collection of assessments if not paid by the Owner within thirty (30) days from date of notification of Owner by the Board of Directors of the Association and/or its duly appointed agent, including any management company. For the purposes hereof, notice shall be deemed given when placed with the United States Postal Service (in the mail) addressed to the last known address of the Owner/Occupant according to the records of the Association, sent Certified Mail, Return Receipt Requested, postage prepaid.

ARTICLE IX

EASEMENTS

Section 1. Each Townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and over-hang of the structures built. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event a multi-family building containing two or more Townhouses is partially or totally destroyed and then rebuilt, the Owners of the Townhouses agree that valid easements shall exist for any encroachment resulting therefrom.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said property for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephones, electricity and gas. By virtue of this easement, it shall be

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expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across and under the roofs and exterior walls of the Townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the property until approved by the Association's Board of Directors.

Section 3. Underground single phase electric service shall be available to 101 residential Townhouses on the 101 Lots aforesaid and to the recreation buildings to be constructed on the Common Area, and the metering equipment shall be located on the exterior surfaces of their walls at a point to be designated by the utility company. The utility company furnishing the service shall have a two foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the Townhouse buildings.

Section 4. Neither the Association nor any utility company using the easements shall be liable for any damage done by them, their employees, or agents, to shrubbery, trees, flowers, or improvements.

Section 5. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Lots, but each Owner shall have an easement in and to

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the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 6. Easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plat and instruments recorded in the office of the County Clerk of Harris County, Texas and by instruments that may hereafter be recorded in said office as provided in Section 2 of this Article IX. Copies of these shall be kept on file in the initial registered office of the Association. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

Section 7. The Association, its agents, the members, and their families, or guests or invitees, shall have a blanket easement for ingress or egress in and upon each lot, save and except for the individual townhouse, the private patios and carport areas thereon.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations,

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liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the Declaration and this Amendment shall run with and bind the land in perpetuity unless otherwise amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded in Harris County, Texas.

Section 4. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the Association membership.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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Section 6. Books and Records. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. Copies of the Declaration, the Articles of Incorporation, the By-Laws of the Association, and the Amended and Supplemented Declaration of Covenants, Conditions and Restrictions shall be available for inspection by any Association member at the office of the authorized agent of the Association. Upon order, additional copies may be purchased at a reasonable cost.

AFFIDAVIT

107-43-3667

We, the undersigned, constituting the entire Board of Directors of Leamont Homeowners Association, Inc., do swear and affirm that the foregoing "Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions of Leamont Homeowners Association, Inc., was presented to the entire body of membership of the Leamont Homeowners Association, Inc. and was accepted and approved for passage in conformity with the provisions of Article X, Section 3, of the "Declaration of Covenants, Conditions and Restrictions" for Leamont Homeowners Association, Inc. filed in the Real Property Records of Harris county, Texas at Volume 8211, Pages 403-423, inclusive.

MariDene Lee Leamon
MARI DENE LEE LEAMON, PRES.

Florence A Harren
FLORENCE A HARREN VICE PRES.

Margaret M. Clancy
MARGARET M. CLANCY SECY

Elvira C. Woodley
ELVIRA C. WOODLEY, TREAS.

Joseph C. Meredith 1st V.P.
JOSEPH C. MEREDITH

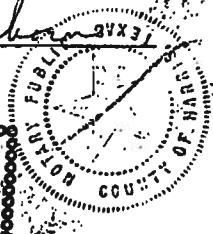
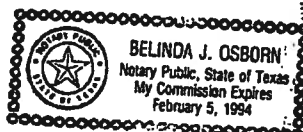
THE STATE OF TEXAS §
COUNTY OF HARRIS §

107-43-3668

BEFORE ME, the undersigned authority, on this day personally appeared the above individuals, known to me and whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of Leamont Homeowners Association, Inc. and in the capacity of the Board of Directors of said corporation therein stated. *lor*

Acknowledged before me, this 22nd day of July, 1992.

Belinda J. Osborn
NOTARY PUBLIC



RET TO

CLIFFORD BURGER
ATTORNEY AT LAW
401 STUDEWOOD, SUITE 201
HOUSTON, TEXAS 77007

FILED

92 AUG 12 AM 8:32

Opie Rodenhouse
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, LEASE, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL 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

AUG 12 1992



Opie Rodenhouse
COUNTY CLERK
HARRIS COUNTY, TEXAS