

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
LAKE SHADOWS SUBDIVISION, SECTION 6**

THE STATE OF TEXAS)  
COUNTY OF HARRIS )

KNOW ALL MEN BY THESE PRESENTS:

This Declaration is made on the date hereinafter set forth by HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 70, hereinafter referred to as "Declarant."

**WHEREAS**, Declarant is the owner of 6.778 acres described as:

Field Notes for 6.778 acres (295,253) square feet of land out of a called 107.228 acre tract of land described in Warranty Deed dated October 19, 1991, from Home Savings of America, FSB to Harris County Water Control and Improvement District No. 70, recorded under Harris County Clerk's File No. N382691, Official Public Records of Real Property, located in the WILLIAM WHITLOCK LEAGUE, Abstract No. 85, Harris County, Texas: (bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.)

Commencing at a 5/8 inch iron rod found in the south line of Block Two (2) of Lake Shadows Section Three (3) recorded in Volume 86, Page 1, Harris County Map Records for the Northeast corner of Lake Shadows Section Five (5) recorded in Volume 204, Page 106, Harris County Map Records;

**THENCE** South 02 deg. 51 min. 29 sec. East, along the East line of said LAKE SHADOWS SECTION FIVE (5), 419.73 feet to a 3/4 inch iron rod with cap set at the intersection of the North line of Deep Anchor Way (60 feet wide per Volume 204, Page 106, Harris County Map Records) with the East line of Old Galley Way ( 60 feet wide per Volume 204, Page 106, Harris County Map Records) for the POINT OF BEGINNING of the herein described tract; said point being the Southeast corner of Lot Nine (9), Block Four (4) of said LAKE SHADOW, SECTION FIVE (5) and the Northwest corner of the herein described tract;

**THENCE** North 87 deg. 08 min 29 sec. East, 328.00 feet to a 3/4 inch iron rod with cap set for the northeast corner of the herein described tract;

PAGE 2

**THENCE** South 02 deg. 51 min. 29 sec. East, 900.32 feet to a 3/4 inch iron rod with cap set for the Southeast corner of the herein described tract;

**THENCE** South 87 deg. 11 min. 53 sec. West, 328.00 feet to a 3/4 inch iron rod with cap set in the East line of said LAKE SHADOWS, SECTION FIVE (5), and at the intersection of the projected North line of Skimmer Way (60 feet wide per Volume 204, Page 106, Harris County Map Records) with the East

line of said Old Galley Way for the southwest corner of the herein described tract;

**THENCE** North 02 deg. 51 min 29 sec. West, along the East line of said LAKE SHADOWS, SECTION FIVE (5), and the East line of said Old Galley Way, 900.00 feet to the POINT OF BEGINNING and containing 6.778 acres (295,253 square feet) of land.

**WHEREAS**, Declarant desires to provide for the enhancement of value and desirability of the property by subjecting the property to covenants, conditions, and restrictions for the mutual benefit of future owners of the property: and

**WHEREAS**, Declarant has deemed it desirable for the enhancement of value to create an entity to which will be delegated and assigned the power of maintaining, administering, and enforcing the covenants and restrictions, and collections and disbursing the assessments and charges hereinafter created.

**NOW THEREFORE**, Declarant hereby declares that all the property shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the herein stated covenants, conditions, restrictions, charges, and liens, which shall be deemed a covenant running with the real property and be binding on all parties having any right, title, or interest in the property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

Section 1. "Association" shall mean and refer to LAKE SHADOWS SUBDIVISION SECTION SIX (6) PROPERTY OWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Committee" shall mean and refer to the LAKE SHADOWS COMMITTEE only.

Section 3. "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 tract of land 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 4. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the subdivision map of the Property.

## ARTICLE II

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot or tract of land, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association:

- (1) Annual assessments, and (2) special assessments, and (3) other assessments-only

imposed under specific circumstances, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used by the Executive Committee, in its sole "good faith" discretion, toward the common good of the community, including, but not limited to the following:

(1) to improve and maintain the portions of the property not privately owned, including, but not limited to, the payment of the purchase price, construction cost, or maintenance expense for safety or health projects; beautification or other aesthetic purposes; lighting; improving or maintaining the streets, sidewalks, paths, parks, parkways, esplanades or other areas; collecting and disposing of garbage, trash, rubbish, and the like; employing police, constables, or other watchmen; providing fire protection; maintaining vacant lots; providing or maintaining piers, ramps, boat landings, and other recreational facilities; payment of legal, engineering, auditing, and all other expenses incurred in the collection, enforcement, and administration of assessments;

(2) to enforce the Deed Restrictions on the use of the property; and

(3) to do any other thing (s) necessary or desirable, and of general benefit to the owners of the property, to maintain or improve the value of the property.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Executive Committee may levy, in any annual assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas of the subdivision, provided that any such special assessment shall have the assent of fifty-one percent (51%) of the votes of the members of the Association.

Section 4. Other assessments. The Executive Committee can make other assessments against any lot owner who does not keep their lot clear of weeds and debris. Such additional Assessment shall be no more than the cost incurred by the Executive Committee for having the said lot or lots cleared of weeds and debris, plus twenty-five percent (25%). The Executive Committee shall give the lot owner fifteen (15) days' notice at said lot owner's last known address prior to having the lot cleared of debris.

Section 5. Right to Pledge. The Executive Committee shall have the right and the authority to pledge, hypothecate, collaterally assign, otherwise encumber the Annual, Other, and Special Assessments to finance the construction of improvements for the general benefit to the owners property.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice

of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than (30) days nor more than (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the members of the Association 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both annual and special assessments must be fixed at proportionately uniform for all lots, which shall be based on 8 mills per square foot. Annual assessments are collected on an annual basis only. Special assessments may be collected on an equal monthly basis. The Executive Committee shall fix the amount of the annual assessment against each lot and tract of land at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessment shall be sent to every owner subject thereto via regular mail at said owner's last known address. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether assessments on a specified lot or tract of land have been paid.

Section 8. Effect of Non-Payment of Assessment: Remedies of the Association. Any annual, special assessment, or other assessment, or other fees which may come due under these restrictions not paid within thirty (30) days after the due date shall be considered delinquent. The assessment shall bear interest from the due date at the rate of twelve percent (12%) per year. If any assessment is not paid within (30) days of the due date, the Association may assess a late fee charge of Twenty-five Dollars (\$25.00) for each month the assessment remains in arrears as an additional expense incurred for special handling. Additionally, the Executive Committee may assess a reasonable charge for each returned check, in addition to other late charges, if applicable.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area or abandonment of owner's lot or tract of land. All interest costs, collection costs, and reasonable attorney's fees of any action taken by the Association to collect such assessment shall be added to the amount of such assessments, and shall be the obligation of the owner. All liens shall be enforceable by appropriate legal proceedings in the manner provided by law. No proceedings for enforcement of any such lien or liens shall be commenced except upon the expiration of thirty (30) days from and after the date the charge or assessment giving rise to such lien becomes due and payable.

Additionally, the Association may file an affidavit of lien with the County Clerk of Harris County, Texas evidencing the lien on the property.

#### ARTICLE IV

##### Restrictive Covenants

##### Residential Character and Use of Lots

The owners of the Property in Lake Shadows Subdivision Section Six (6) hereby establish, adopt

and promulgate the following restrictive covenants which shall be applicable to every lot within Lake Shadows Subdivision Section Six (6), as legally described above:

1. Each lot shall be used for single-family residence purposes only. No lot may be subdivided. The term "residence purpose" as used herein shall be construed to exclude use for hospitals, duplex houses, apartment houses, hotels, motel, tourist courts, rooming houses, garage apartments, and all other kinds or types of housing accommodations, other than detached, single-family dwelling house and the appurtenances thereto as herein below permitted, and shall also be held and construed to exclude all business, commercial, trade, or professional uses.

2. Lots of fractions of lots may be combined in the manner herein below stated so as to create a single residential lot or home site, and the whole area resulting from any such combination shall be treated as a single residential lot as if originally platted as such on the plat of the Subdivision, and in such cases the side lot lines between the lots or fraction of lots combined shall not be deemed to be side lot lines for building set-back purposes. Such combinations shall be permitted only as follows:

- (1) Any whole lot as platted may be combined with any number of adjoining or contiguous whole lots.
- (2) Any whole lot as platted or any home site created by combination of whole lots as above permitted, may be combined with a contiguous fraction of either or both of the lots adjoining same.
- (3) No residential lot or home site may be created by the residue of a fraction of a lot or by combining a fraction of one lot with a fraction of another lot.

3. No commercial business activity shall be carried on upon the property or common areas. No activity shall be carried on upon the property or the common areas which might reasonably be considered as causing annoyance to the neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a single family residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. No noxious or offensive trade or activity shall be permitted on any part of any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Any violation of any county, state, or federal law or regulation shall also be considered to be a violation of these restrictions.

4. No oil exploration, oil drilling, oil development operations, or oil refining of any kind shall be permitted upon any lot. No derrick or other structure designed for use in boring for oil shall be erected, maintained or permitted upon any lot. These same prohibitions shall apply to gas and other minerals.

5. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats, birds and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and further provided that they are not kept in such numbers as to be or become an annoyance or nuisance to the neighborhood. Dog owners shall not permit their dogs to run free except inside a fenced area constructed on their lot. The owner of any dog found not so restrained shall be

considered to be in violation of these restrictions. Any dog not so restrained is subject to capture by any lot owner and detention by local or county animal control authorities.

6. No lot shall be used or maintained as a dumping ground for garbage, rubbish, debris or waste matter, nor shall the lake coves or waterways be so used. Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. The equipment for the storage or disposal of all such matter shall be kept in a clean and sanitary condition.

7. Mobil homes, modular homes, and semi-permanent buildings are not allowed on any lot for any reason. No boat, boat trailer, boat rigging, truck, motor home or trailer of any kind shall be stored or parked (except temporarily, not to exceed 72 hours) nearer to the street than front of the building.

8. No signs, billboards, posters, or advertising devices of any kind or character shall be erected, placed or maintained on any lot except one sign of not more than five square feet advertising the property for sale and except signs used by a builder to advertise the property during the construction and sales period. Developer, however, without restriction, reserves the right for itself, its successors and assigns, to build, place and maintain signs, billboards and advertising devices to advertise the subdivision generally and the individual lots therein.

9. The owners and/or occupants of all lots, shall at all times, keep the grass and weeds thereon cut to promote sanitation, health and pleasing appearance. If the owner of any lot shall fail to comply with the foregoing requirement, then after ten (10) days written notice to the owner and/or occupant, the Association, or the Committee it designates, may cause such grass or weeds to be cut and in such case the owner shall pay the amount expended for such work to the person doing or causing same to be done, within ten (10) days of such invoicing. All residence houses and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve the attractiveness thereof.

10. No immobile vehicles of any kind, including automobiles shall be stored or parked nearer to the street than the front of the building. No vehicle over 1 ton, excluding motor homes or travel trailers, shall ever be parked on the property.

11. Drainage ditches or facilities shall not be obstructed. Drainage structures shall be placed under all driveways and walks to permit flow of water prior to the use and occupancy of any lot, at the expense of the owner building on such lot. Drainage structures shall have a net drainage opening area of sufficient size to permit the free flow of water without back water. Sizing shall be approved by the Committee but shall not be less than the largest culvert size under the road upstream, and in no event less than 18" diameter pipe culvert. Approved head walls are to be provided.

12. No soil shall be removed from any lot nor shall any trees thereon be cut or felled except as required for landscaping or construction work thereon, or as approved by the Committee, but dead or unsightly trees may be cut and promptly removed from the property.

13. Any clothes drying line shall be located to the rear of the residence and no closer than ten (10) feet to the exterior boundary line of the lot.

14. No firearms may be discharged on any lot.

15. No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the street elevations shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) from the intersection of the street lines, or in the case of a round corner, from the intersection of the street property lines extended to intersection. The same sight line limits shall apply on any building site within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the above sight lines. Exceptions to this requirement may be made by the Committee wherever such Committee deems it proper or advisable.

### **BUILDING RESTRICTIONS**

16. The words "house", "residence" or building" as used herein with reference to building lines shall include galleries, porches, porte concheres, steps, projections and every other permanent part of the improvements, except roofs. The foregoing exception shall not be construed to permit any portion of a roof to overhang or encroach upon another lot or dedicated easement.

17. Only one residence, which shall be a detached, single-family residence house, either of one-story or two-story construction, shall be built or permitted on each lot, and such house may have an attached or detached garage.

18. No building, fence, wall or other structure shall be erected, placed, or altered on any residential lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Executive Committee or its appointed Architectural Review Committee, "the Committee". Approval shall encompass, but shall not be limited to type and size of structure, quality of workmanship, types of materials, harmony of external design and color with existing structures, and construction location with respect to topography, finish grade elevation and building set-back lines. The Committee must provide a written response, either approving or disapproving of the proposed construction, and the reasons therefore, within forty-five days (45) from the date the complete plans and specification are submitted.

19. No building shall be erected, or permitted to remain on any lot, other than one detached single-family residential dwelling not to exceed two (2) stories in height, a private garage for not more than four (4) cars and not less than two (2) cars and not to exceed the height of the main residential building, and any other building which has first be approved in writing by the Committee.

20. The living area of the main residential structure, exclusive of open porches and garages, shall be not less than 2000 square feet for a one-story structure, or not less than 2600 square feet for a two-story structure. The ground living area of the main residential structure, exclusive of open porches and garages, of all two-story residence houses to be built shall not have less than 1300 square feet.

21. All residence houses shall face the street. A corner lot shall be deemed to front on the street on which it has the smaller dimension, but exceptions to this requirement in regard to corner lots may be made by the Committee whenever such Committee deems it proper or advisable.

22. The exterior wall finish or construction of the ground floor of all residence houses shall be at least fifty-one (51%) percent brick, stone or brick veneer. The front of the house shall be completely covered with brick, stone, stucco, or brick veneer with remainder of the 51% requirement being placed on the side of the house, and in computing such percentage, all gables, windows and door openings shall be excluded from the required area, however attached garages and other structures constituting part of the main residential structure shall be included. The balance of the exterior surface of the residence houses shall be wood, concrete-type siding (such as Hardi-Plank). The type, kind of material, quality and color of the roofing material must be approved by the Committee.

23. In addition to the main residence, out-buildings for the use and enjoyment of the property may be built on the lot, not closer than 10 feet from the rear of the house. No outbuilding in addition to a garage may be built or placed on any lot, and no out-building of any type shall be used or occupied as living quarters. No garage or other out-building shall be built or placed on any lot unless the same is done at the same time or after the construction of the main residence. No temporary structures are permitted. The wall of any attached or detached garage opening towards the street fronting the street, shall be located at least ten (10) feet further back from the street than the front wall of the main residence. Owners of Section Six (6), Block One (1), Lots One (1) through Ten (10), inclusive, may construct one (1) manufactured steel building on the back one-third (1/3) of each lot, no closer than ten (10) feet to the rear of the house and ten (10) feet from the rear property line. The building shall not exceed 1200 square feet, and shall not exceed one story in height. The type, kind of material, quality, and color must have prior approval of the Committee.

24. No building, fence, wall or other structure shall be placed or built on any lot forward to the front lot line or forward to a side street line than the building set-back lines shown on the recorded plat of the Subdivision, and in no event shall a building, fence, wall, or other structure be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than ten (10) feet to any side lot line or rear lot line, or easement line. Exceptions to this requirement may be made by the Committee wherever such Committee deems it proper or advisable.

25. No building, trailer, or other structure, except when incidental to construction, shall moved onto any lot without permission of the Committee. All construction of any type shall be completed within 12 months from commencement.

26. Easements for the installation, removal, replacement and maintenance of utilities as shown on the recorded map of the subdivision are reserved herein. No building or other permanent structure shall be constructed or placed within any utility easements except as necessary for the proper functioning of said utilities. The title to any building site shall not include title to any utility located within these easements. Owners or operators of any utility shall have right of entry to said easements and shall not be liable to lot owner for damage to any plant, fence, structure or building situated on such easement because of construction, maintenance, removal or repair of their utility.

27. Driveways shall be constructed on concrete. Side drives, walks, parking areas, and the like shall be constructed of concrete or asphalt.

28. In Section Six (6) no carport shall protrude in front of the house.

### **WATER AND SEWAGE**

29. No water well or cistern (either above or below ground) shall be drilled, dug, placed or erected in, under or on any residential lot. All water to be used and/or consumed for any purposes whatsoever in connection with each and every residential lot or the use or occupancy thereof, shall be purchased and obtained from a central water works to be owned and/or operated by Harris County Water Control and Improvement District No. 70.

30. No outside privies, toilets, cesspools, septic tanks or the like shall be permitted in, under or on any residential lot. All sewage collection and disposal services shall be purchased and obtained from a central sewage collection and disposal system to be owned and/or operated by Harris County Water Control and Improvement District No.70. All toilets shall be connected to the central sewage collection and disposal system. Surface toilets are permitted during construction of the main residential structure.

31. Each and every owner and/or occupant of a lot, and all persons claiming by, through or under them, shall contract with said utility company, its successors or assigns, for water supply and/or service and sewage collection and disposal; shall comply with said company's rules, regulations and code; and shall pay the established rates or charges therefore, as well as all such fees, charges or deposits as may be required for water meters, tapping or connection to water and sewer mains.

32. Down spouts and other disposal of rain and surface waters shall never be connected to or directed into sanitary sewer lines.

### **ARTICLE V**

#### **RECREATIONAL AREAS AND RESERVES**

1. The area shown and designated as Reserve "A", Block One (1), Section One (1), on said recorded plat of Lake Shadows, Section One (1), Two (2), Three (3), Four (4) Five (5) and Six (6), (50, is reserved and set aside as a community and/or recreational area for the exclusive and common use and enjoyment of the persons herein below mentioned, which uses shall include, but not be limited to, swimming, boating, fishing, outdoor sports, picnic grounds and other civic or recreational uses, and such area may be improved with buildings or other structures or facilities for any such purposes. The launching or storage of boats on or from the Reserve is not to be permitted.. The users of such area shall keep the same in a neat and attractive condition at all times, free from weeds, refuse, garbage, trash and rubbish. The public generally is excluded from such area and no dedication thereof or any part thereof to the public use is made or intended, and such area is intended and shall be for the exclusive and common use and enjoyment of the following persons only:

a. Residents of Section Six (6) that are current on all fees due Lake Shadows Committee are entitled to the use of all amenities subject to the rules of the committee.

b. All owners and/or occupants of lots in Lake Shadows Subdivision, together with their guests

when accompanied by the owner or occupant.

c. Any other persons who are given specific and express permission by the Committee or by Developer, its successors or assigns.

2. The areas shown as private walkway easements in Blocks One (1) and Six (6), Section One (1), are to provide pedestrian access to waterfront facilities and are for the exclusive and common use and enjoyment of the persons set out in paragraph 1 herein above.

3. The areas shown as private boat easements in Block One (1) and Six (6), Section One (1), and Block One (1), Section Two (2) are to provide for the access, use, construction and maintenance of waterway coves and channels for boating and other water use. These easements are for the exclusive and common use and enjoyment of the persons set out in paragraph 1 herein above.

4. It is contemplated that the Committee will cause to be constructed various community improvements on or in conjunction with Reserve A and said walkway and boating easements, and therefore may find it necessary to secure adequate financing for Page 9

such construction. The Committee is hereby given express power, right and authority to pledge, mortgage, hypothecate, collaterally assign or otherwise secure any moneys paid or to be paid into the Maintenance Fund (as hereafter established) in connection with the financing of such construction or in repayment of such moneys to the development corporation or any lending agency or institution.

## **ARTICLE VI**

### **Duration and Enforcement of Restrictive Covenants**

**Section 1. Duration.** The Restrictive Covenants shall run with and bind the land, and any owner thereof, and shall be continue thru January 1, 2010, the date of the last signature hereon, and then shall automatically extend for successive periods of ten (10) years each. These Restrictive Covenants may be amended from time to time by an instrument recorded in the Real Property Records of Harris County, Texas and signed by the then current owners of not less than 51 percent (51%) of the square foot area of the lots:

**Section 2. Enforcement.** The Association and/or any owner shall have the right to enforce these Restrictions against any other owner or occupant of any lot, by any proceeding at law or in equity, including but not limited to injunctive relief, damages including attorney's fees, costs and expenses, fines or any other penalties permitted by law.

**Section 3. Validity.** Invalidation of nay one of these covenants or restrictions by judgment or court order shall in no way affect the validity of the remaining covenants and restrictions, which shall remain in full force and effect.

The undersigned certifies that as of the effective date hereof, there are \_\_\_\_\_ lots or tracts of land which are a part of Lake Shadows Subdivision, Section Six (6).

EFFECTIVE this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

APPROVED and ADOPTED by HARRIS COUNTY  
WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 70, being the sole owner of all Lots.

BY: \_\_\_\_\_  
\*, President

STATE OF TEXAS        X

COUNTY OF HARRIS    X

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \* of HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 70, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

RETURN TO

DONNA S. HEINLEIN  
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Crosby, Texas 77532

PREPARED IN THE LAW OFFICE OF:

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