

8818747

DEANNEXATION AGREEMENT

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

WHEREAS, that certain subdivision known as Dover, Section One, (formerly known as Kingsbridge, Section Three), was originally platted of record in the office of the County Clerk of Fort Bend County, Texas, in Volume 24, Page 16 of the Map Records of Fort Bend County, Texas and was replatted of record in the office of the County Clerk of Fort Bend County, Texas, in Volume 26, Page 13 of the Map Records of Fort Bend County, Texas; and

WHEREAS, that certain subdivision known as Tealbriar, was platted of record in the office of the County Clerk of Fort Bend County, Texas, on Slide Numbers 582-A, 582-B and 583-A of the Map Records of Fort Bend County, Texas; and

WHEREAS, by instrument entitled Amended Declaration of Covenants, Conditions and Restrictions, Dover, Section One (1) (formerly Kingsbridge, Section Three) executed on March 3, 1981, by SLOCO, INC., MONARCH HOMES, INC., and PERRY HOUSING CORPORATION, all Texas corporations, and filed in the Official Records of Fort Bend County, Texas, under County Clerk's File Number 48779 at Volume 950, Page 184, certain covenants, conditions and restrictions were adopted to apply uniformly to the use, occupancy and conveyance of lots in Dover for the benefit of present and future owners of said lots;

WHEREAS, by instrument entitled Declaration of Covenants, Conditions and Restrictions dated June 7, 1983, executed by SLOCO, INC., a Texas corporation and filed in the Official Records of Fort Bend County, Texas, under County Clerk's

File Number 33048 at Volume 1238, Page 52, and additionally recorded in the Deed Records of Harris County, Texas under County Clerk's File Number H980686, certain covenants, conditions and restrictions were adopted to apply uniformly to the use, occupancy and conveyance of lots in Tealbriar for the benefit of present and future owners of said lots;

WHEREAS, the above restrictions for both the Dover and Tealbriar Subdivisions provided that the Dover Community Association, Inc., its successors and assigns, shall collect and disburse maintenance assessments and perform such other and further functions as therein described; and

WHEREAS, by instrument entitled Annexation Agreement executed by SLOCO, INC., a Texas corporation and the Dover Community Association, Inc., a Texas nonprofit corporation, and filed in the Official Records of Fort Bend County, Texas, under County Clerk's File Number 42333 at Volume 1276, Page 541, the parties thereto attempted to annex the property located within the bounds of the Tealbriar Subdivision into and subject to the jurisdiction of the Dover Community Association, Inc.; and

WHEREAS, by instrument entitled Amended Declaration of Covenants, Conditions and Restrictions, Tealbriar, dated November 21, 1987, executed by the record owners of the fee simple title to lots located in the Tealbriar Subdivision as described below their signature and constituting the owners of more than ninety percent (90%) of the lots situated in the Tealbriar Subdivision, and filed in the Official Records of Fort Bend County, Texas, under County Clerk's File Number 8807032 at Volume 2013, Page 898, the original Declaration of Covenants, Conditions and Restrictions for the Tealbriar Subdivision were amended to change

any reference in said restrictions from the "Dover Community Association, Inc.", to mean and refer to "Tealbriar Community Association, Inc." and to change any reference which is made in the amended Restrictions concerning the Bylaws or Articles of Incorporation of the Dover Community Association, Inc. to mean and refer to the Bylaws and Articles of Incorporation of the Tealbriar Community Association, Inc.; and

WHEREAS, the record owners of the fee simple title to lots located in the Tealbriar Subdivision caused to be formed a new corporation known as the Tealbriar Community Association, Inc., to act as the homeowner's association for the Tealbriar Subdivision; and

WHEREAS, it is the desire of the Dover Community Association, Inc., and the Tealbriar Community Association, Inc., to deannex that certain subdivision known as Tealbriar from the jurisdiction of the Dover Community Association, Inc., and subject that certain subdivision known as Tealbriar to the sole jurisdiction of the Tealbriar Community Association, Inc.; and

WHEREAS, to implement the desire of the Dover Community Association, Inc. and Tealbriar Community Association, Inc., and amicably settle any and all differences that may exist as between them; it is

NOW THEREFORE, expressly understood and agreed to between the parties hereto that the Tealbriar Subdivision shall be subject to the sole jurisdiction and domain of the Tealbriar Community Association, Inc. and shall cease to be under the jurisdiction of the Dover Community Association, Inc., effective this date.

It is further understood and agreed to between the parties hereto that the Tealbriar Community Association, Inc. shall be entitled to an approximate

percentage of the total assets of the Dover Community Association, Inc. that corresponds to the percentage of the total number of lots located within the Tealbriar Subdivision when compared to the combined subdivisions of Dover and Tealbriar. The Tealbriar Community Association, Inc. and the Dover Community Association, Inc. have reached a compromise and agreement concerning the approximate percentage of the total assets and in accordance with that compromise and agreement, the Dover Community Association, Inc. will convey to the Tealbriar Community Association, Inc. all its right, title and interest in and to accounts receivable attributable to those lots located within the Tealbriar Subdivision and the cash sum of \$1,500.00. Except as may further be stated herein, no other assets will be conveyed to the Tealbriar Community, Inc.

It is further understood and agreed to between the parties hereto that the Dover Community Association, Inc. shall assign all its right, title and interest in and to any and all maintenance assessment liens on those properties located within the Tealbriar subdivision to the Tealbriar Community Association, Inc.

It is further understood and agreed to between the parties hereto that the Dover Community Association, Inc. shall modify, reform or cancel those contracts for services to be rendered to the Dover Community Association, Inc. that contemplate the rendering of services directly or indirectly on the basis of those lots within the Tealbriar Subdivision, including landscaping, to reflect the discontinuance of service to those areas located within the bounds of the Tealbriar Subdivision.

It is further understood and agreed to between the parties hereto that the Dover Community Association, Inc. and Tealbriar Community Association, Inc.,

shall each be responsible for their respective attorney's fees incurred in bringing about the deannexation of the Tealbriar Subdivision from the jurisdiction of the Dover Community Association, Inc.

It is further understood and agreed to between the parties hereto that the Tealbriar Community Association, Inc. hereby releases and extinguishes any and all obligations that the Dover Community Association, Inc. had or may have had to (i) enforce the restrictive covenants applicable to Tealbriar, Section One (1) subdivision, (ii) pay for maintenance of and utility costs for street lights located within the Tealbriar Subdivision, and (iii) pay for maintenance of entrances to the Tealbriar Subdivision. Moreover, the Dover Community Association, Inc. is hereby released from any and all obligations and duties which are or may be contained in the Articles of Incorporation of the Dover Community Association, Inc. and the Amendment(s) thereto as they relate to the Tealbriar Subdivision and the owners thereof.

It is further understood and agreed to between the parties hereto that the Tealbriar Community Association, Inc. will indemnify and hold the Dover Community Association, Inc. harmless from any and all claims or causes of action asserted against the Dover Community Association, Inc. which are based on the release and/or deannexation of the Tealbriar Subdivision from the jurisdiction of the Dover Community Association, Inc.

It is further understood and agreed to between the parties hereto that the Tealbriar Community Association, Inc. will indemnify and hold the Dover Community Association, Inc. harmless from any and all claims and causes of action asserted against the Dover Community Association, Inc. which are based on acts,

omissions and/or negligence of the Tealbriar Community Association, Inc., which occur from and after the date of this deannexation agreement, including, but not limited to any charges to the Dover Community Association, Inc. for goods or services provided to the Tealbriar Community Association, Inc. for the Tealbriar Subdivision which are incurred from and after the date of this deannexation agreement.

It is further understood and agreed to between the parties hereto that the Dover Community Association, Inc. will indemnify and hold the Tealbriar Community Association, Inc. harmless from any and all claims or causes of action asserted against the Tealbriar Community Association, Inc. which are based on acts, omissions and/or negligence of the Dover Community Association, Inc. which occurred prior to the date of this deannexation agreement. The Dover Community Association, Inc. further agrees to indemnify and hold the Tealbriar Community Association, Inc. harmless for any charges to the Tealbriar Community Association, Inc. for goods or services provided to the Dover Community Association, Inc. for the Dover Subdivision which were incurred prior to or after the date of this deannexation agreement.

It is further understood and agreed to between the parties hereto that any references to the Dover Community Association, Inc. and/or the Tealbriar Community Association, Inc. in this deannexation agreement shall include the employees, agents, servants and/or assigns of the respective non-profit corporation.

It is further understood and agreed to between the parties hereto that each hereby releases the other, including their employees, agents, servants, or assigns, from any and all claims that may have arisen heretodate and shall execute

those agreements necessary to affect the terms and conditions of this deannexation agreement.

Dated this 31st day of March, 1988.

Dover Community Association, Inc.

BY: Karl E Baker
KARL E. BAKER, President

Attest

BY: Donna Rodgers
Secretary

Tealbriar Community Association, Inc.

BY: Frank Priddy
FRANK PRIDDY, President

Attest

BY: William Ross
Secretary

STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on April 20, 1988



Diane Wilson
County Clerk

Fort Bend County, Texas

Jane Maines Deputy
JANE MAINES

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

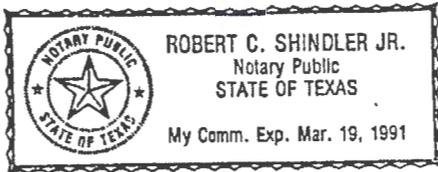
BEFORE ME, the undersigned authority, on this day personally appeared KARL E. BAKER, President for Dover Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Dover Community Association, Inc.

Given under my hand and seal of office on this 1ST day of APRIL, 1988.

Robert C. Shindler, Jr.
NOTARY PUBLIC, State of Texas

ROBERT C. SHINDLER, JR.
(Printed Name)

My commission expires:
MARCH 19, 1991



THE STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared FRANK PRIDDY, President for Tealbriar Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Tealbriar Community Association, Inc.

Given under my hand and seal of office on this 12th day of April, 1988.

Judie Shelhamer
NOTARY PUBLIC, State of Texas

Judie Shelhamer
(Printed Name) 9715 Queensbridge
Sugar Land, Texas 77478

My commission expires:
June 16, 1991

Ret
Karl E. Baker
14426 Moorfield Dr,
Houston, TX 77083

FILED

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Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

State of Texas
County of Fort Bend,

I, Dianne Wilson, County Clerk of Fort Bend County, Texas,
do hereby certify that the foregoing is a true and correct copy
of the original records and/or recorded by me in the
records as stamped hereon by me.

April 20, 1988 Date

DIANNE WILSON, County Clerk
Fort Bend County, Texas

By *Jane Maines* Deputy

JANE MAINES