

13
Bylaws
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**BYLAWS
OF
MARBELLA LANDING TOWNHOMES HOA, INC.
A TEXAS NONPROFIT CORPORATION**

102
10-22

The following Bylaws are adopted by Marbella Landing Townhomes HOA, Inc. (the "Association") as of the date set forth below.

**ARTICLE I
NAME**

- 1.1. **Name.** The name of the Association is Marbella Landing Townhomes HOA.

**ARTICLE II
PURPOSE AND OWNER OBLIGATION**

- 2.1. **Purpose.** The purpose for which the Association is formed is to govern the Property situated in the City of Houston, Harris County, Texas, to be known as Marbella Landing Townhomes and more particularly described in the legal description contained in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes.
- 2.2. **Owner Obligation.** All present or future owners, tenants, future tenants, or any other person who might use the Common Properties in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition of any of the Lots or rental of any Townhome or the mere occupancy of any Townhome situated on any of the Lots will signify that these Bylaws are accepted and ratified and that they will be strictly followed.

**ARTICLE III
DEFINITIONS AND TERMS**

- 3.1. **Definitions.** Terms used herein with an initial capital letter and not otherwise defined herein shall have the same meanings as they have in the Declaration of Covenants, Conditions, and Restrictions for Marbella Landing Townhomes to which these Bylaws are attached, and which are incorporated herein by reference for all purposes. In the event of any conflict between the language of these Bylaws and that of the Declaration, the language of the Declaration shall control.
- 3.2. **Membership.** Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to the Declaration shall be deemed to have a membership in the Association, ownership of a Lot being the sole qualification for membership. Membership shall be appurtenant to and inseparable from ownership of a Lot. No owner, whether one or more persons or entities, shall have more than one membership per Lot owned. In the event the Owner of a Lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided in the Declaration. The rights and privileges of membership, including the right to vote, may be exercised by every Member, but, except as provided in these Bylaws, in no event shall more than one vote be cast for each Lot.

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- (a) **Entity Members.** In the event a Member is a corporation, partnership, trust, or other legal entity not a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association and to serve as a Director; provided, however, that such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities that are the Member, and termination of the person's relationship with the Association will create a vacancy upon the Board to be filled in accordance with these Bylaws.
- (b) **Transfer of Membership.** Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate the Owner's appurtenant membership in the Association, and said membership shall thereupon be vested in the purchaser or transferee of such Lot. Such transfer shall not relieve or release any former Owner from any liability or obligation incurred under or in any way connected with the Association, the Declaration, these Bylaws, or the Common Properties during the period of such ownership and membership in the Association or impair any rights or remedies that the Members or others may have against such former owner arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereof. Any attempt to separate membership in the Association from ownership of the Lot is void and will not be recognized by the Association. The foregoing is not intended to include persons who hold a security interest merely as security for the performance of an obligation, and the giving of a security interest shall terminate the Owner's membership.
- (c) **Contract Sellers.** A member who sells his Lot to a contract purchaser under an agreement to purchase may delegate his membership rights to the contract purchaser. Such delegation must be in writing and must be delivered to the Members before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee title to such Lot is transferred.

3.3. **Voting Rights.** The Association shall have two classes of voting membership as described in Article V of the Declaration. If any Lot is owned by more than one person, all such Owners shall be Members; however, the vote for such Lot shall be exercised as they among themselves determine. A vote is not divisible, and in no event shall more than one or less than one such vote be cast with respect to any Lot, except as provided in this Section 3.3.

3.4. **Eligibility of Vote.** At all meetings of the Association, the number of votes of Owners required (I) to determine a quorum, or (II) to determine a majority, or (III) to approve or disapprove an action shall be based upon the number of Eligible Votes. An "Eligible Vote" is the vote appurtenant to each Lot to be counted for quorum purposes and to be cast in all meetings, actions, and decisions of the Members, except that the vote appurtenant to the following Lots shall be suspended and shall not be counted as an Eligible Vote: (I) a Lot against which or against the Owner of which any Assessment is delinquent at the time of

voting, (II) a Lot for which more than one person or entity seeks to exercise the one appurtenant vote, or (III) any Lot owned by the Association. Notwithstanding the foregoing:

- (a) **Mortgagee Votes.** The rights of Mortgagees to vote in the affairs of the Association, as provided in Section 16.2g of the Declaration, is not affected by this Section, except in the instance and to the extent that such Mortgagee is also an owner.
- (b) **Notice of Meetings and Actions.** All Owners, irrespective of the eligibility of their votes, shall be given notice of all meetings of the Association and all actions requiring a vote of the Owners, if such vote is to be case by written consent and not a meeting of the Association.
- (c) **Notice of Delinquency.** Prior to the casting of Eligible Votes, the Owner of any Lot against which Assessments are delinquent shall be notified, by the Board, of (I) the fact of such delinquency, (II) the amount necessary to satisfy the delinquency, and (III) the manner and time of payments, as determined by the Board, that will satisfy the delinquency and restore the vote's eligibility. Further, such Owner shall be provided any opportunity, prior to the casting of votes, to retire the delinquency and restore the eligibility of the vote appurtenant to such Owner's Lot.
- (d) **Cure of Delinquency.** In the event of a dispute between the Association and an Owner delinquent in Assessments regarding the validity of such delinquency, retirement of such delinquency by the Owner in order to restore the eligibility of the Owner's vote shall not constitute a waiver of the Association's obligation to return funds that were improperly assessed against the Owner or his Lot.
- (e) **Waiver of Suspension.** The Board shall have the authority and power to declare by resolution, from time to time, the delinquency in the payment of Assessments will not render votes ineligible, provided such resolution applies to each and every Lot and is so stated in the notice of the meeting at which such votes may be cast as Eligible Votes.
- (f) **Proxy Ineligibility.** In voting for the election of Officers only, the Board may count as Eligible Votes only those votes cast in person; provided, however, the ineligibility of proxy votes must be stated in the notice to the Members of the meeting at which such election is to occur.
- (g) **Exception.** This section does not apply to the provisions of the Declaration that expressly state that approval or disapproval of a decision or action will be by the owners of the Lots, rather than by "Eligible Votes."

3.5 **Quorum.** Members holding fifty-one percent of all Eligible Votes shall constitute a quorum for the purposes hereof, unless otherwise specified in the Declaration. If a quorum is not present at any meeting of the Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

3.6. **Unanimous Consent.** Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

- 3.7. **Proxies.** Votes may be cast in person or by proxy. Proxies, must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise state in the proxy.

ARTICLE IV
BOARD OF DIRECTORS

- 4.1. **Number and Qualification.** The affairs of the Association shall be governed by the Board of Directors of the Association ("Board") composed of a minimum of three persons. Directors need not be Members of the Association. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

<u>Name</u>	<u>Address</u>
Jason Freeman	12425 Chimney Rock Road Houston, Texas 77035
Ryan McGowen	12425 Chimney Rock Road Houston, Texas 77035
Julio del Carpio	12425 Chimney Rock Road Houston, Texas 77035
Herman Torres	12425 Chimney Rock Road Houston, Texas 77035

- 4.2. **Powers and Duties.** The Board may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, by the Articles of Incorporation ("Articles"), by these Bylaws, or by the Declaration directed or required to be exercised and done by the Board.

- 4.3. **Other Powers and Duties.** Without limiting the generality of the foregoing, the duties of the Board shall include the following:

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Declaration.
- (b) To establish, make, and enforce compliance with rules, conditions, restrictions, limitations, and all other provisions necessary for the orderly operation, use, and maintenance of the Common Properties. (A copy of such rules shall be delivered or mailed to each Member promptly upon the adoption thereof.)
- (c) To keep in good order, condition, and repair the Common Areas and all items of personal property used in the enjoyment of the Common Areas.
- (d) To obtain and maintain insurance coverage(s) in compliance with the provisions of the Declaration.
- (e) To fix, determine, levy, and collect the Assessments (as defined in Article VII of the Declaration) to be paid by each of the owners; and by majority vote of the Members to adjust, decrease, or increase the amount of the Assessments, subject to provisions of the Declaration.
- (f) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an owner, as provided in the Declaration and by these Bylaws.

- (g) To protect and defend the Common Areas from loss and damage by suit or otherwise.
- (h) To borrow funds in order to pay for any required expenditure or outlay and to execute all such instruments evidencing such indebtedness, which shall be the several obligations of all of the Owners in the same proportion as their interest in the Property.
- (i) To enter into contracts within the scope of their duties and power.
- (j) To establish a bank account for the common treasury for all separate funds that are required or may be deemed advisable by the Board.
- (k) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any Eligible Mortgagee of a Lot, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner a statement showing all receipts, expenses, or disbursements since the last such statement. Such financial statements shall be available to any Eligible Mortgagee of the Lot, on request, within ninety days following the fiscal year end of the Association. Any Member may require that the Association cause to be prepared and delivered, at such Member's expense, an audited financial statement of the Association. In addition, each Member shall the right to inspect the books and records of the Association during normal business hours.
- (l) To meet at least once each calendar year.
- (m) To designate and employ the personnel necessary for the maintenance and operation of the Property.
- (n) In general, to carry on the administration of the Association and to do all those things necessary and reasonable to carry out the communal aspect of the use and enjoyment of the Common Areas.

4.4 **Election and Term of Office.** The Directors listed in Section 4.1 shall each serve a term of three years from the date hereof. At the expiration of the initial three-year term, the Members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. At the expiration of the term of office of each such Director, his successor shall be elected to serve a term of three years. Each Director elected shall hold office for his designated term or until his successor is elected and qualified.

4.5 **Vacancies.** Vacancies on the Board of Directors shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

4.6 **Additional Directors.** Any Directorship to be filled by reason of an increase in the number of Directors shall be filled at an annual meeting duly called.

4.7. **Removal of Directors.** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Members. Any Director whose removal has been proposed by the Board shall be given an opportunity to be heard at the meeting.

- 4.8. **Annual Meeting.** The newly elected Board shall meet each year immediately following the annual meeting of the Members, at the place of such meeting, for the transaction of such business as may properly be brought before it. No notice shall be necessary to either existing or newly-elected Directors in order legally to constitute such meeting, providing a majority of the Board shall be present.
- 4.9. **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally, by mail, by telephone, by email, or by other mutually agreed communication at least five days prior to the day named for such meeting
- 4.10. **Special Meetings.** Special Meetings of the Board may be called by the President or by any two Directors. Notice of special meetings of the Board shall be given in writing by mail, by email, or by other mutually agreed communication at least five days before the date of the meeting, which notice shall state the time, place (as herein provided) and purpose of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the Director at his address as shown by the records of the Association, with postage thereon prepaid.
- 4.11. **Waiver of Notice.** Before or at any meeting of the Board, any Director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Association shall constitute a waiver of notice of such meeting, unless a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.
- 4.12. **Director Quorum.** At all meetings of the Board, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board less than a quorum is present, the majority of those present may adjourn the meeting from time to time. After any such adjournment, any business that might have been transacted at the meeting, as originally called, may be transacted without additional notice at a subsequent meeting of the Board.
- 4.13. **Compensation.** The Directors of the Association shall serve without compensation. However, a Director may serve the Association in a different capacity and receive compensation for that service.
- 4.14. **Informal Action by Directors.** Any action required by law to be taken at a meeting of the Directors, or any action that may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing is prepared and signed.

ARTICLE V
OFFICERS

- 5.1. **Designation.** The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Members), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Following the first meeting of the Members of the Association, no person shall simultaneously hold more than two (2) of the offices listed above.
- 5.2. **Election of Officers.** The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board and shall hold office at the pleasure of the Board. New offices may be created and filled at any meeting of the Board.
- 5.3. **Removal of Officers.** Upon an affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.
- 5.4. **Compensation.** All officers of the Association shall serve without compensation. However, an officer may serve the Association in a different capacity and receive compensation for that service.
- 5.5. **Vacancy.** A vacancy in any office because of death, resignation, removal, or otherwise may be filled by the Board.
- 5.6. **President.** The President shall be the chief executive officer of the Association. He shall supervise and control all of the business and affairs of the Association. He shall preside at all meetings of both the Members and the Board. He shall sign and deeds, mortgages, bonds, contracts, or other instruments that the Board have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Association. He shall, in his capacity as President, perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.
- 5.7. **Vice President.** The Vice President shall perform all of the duties of the President in the President's absence and such other duties as may be required of him from time to time by the Board.
- 5.8. **Secretary.** The Secretary shall keep the minutes of all meetings of the Association and the minutes of all of the meetings of the Board. He shall be custodian of such corporate records as the Board may direct, co-sign all instruments of conveyance, keep a register of the post office address of each Member that shall be furnished to the Secretary by such Member, and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board.

- 5.9. **Treasurer.** If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board require. He shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association and from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, credit unions, or other depositories as directed by resolution of the Board. A resolution is **not** necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. He shall perform such other duties as from time to time may be assigned to him by the Board.
- 5.10. **Assistant Secretaries and Assistant Treasurers.** If required by the Board, the Assistant Treasurers, if any, shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board require. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or Secretary or by the President or the Board.

ARTICLE VI **ADMINISTRATION**

- 6.1. **Place of Meetings.** All annual and special meetings of the Meeting of the Members of the Association shall be held at the principal officer of the Association, or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Members and designated in the notices of such meetings.
- 6.2. **Annual Meetings.** The annual meeting of the Members of the Association shall be held at a place to be determined on the third Wednesday of the month of January in each year, beginning with the year 2016, at the hour of 3:00p. If such date for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following what which is not a legal holiday.
- 6.3. **Special Meetings.** Special meetings of the Members may be called at any time by the President at the direction of the Board. Special meetings of Members may also be called by the Secretary upon written request of the Members who are entitled to cast fifty percent of all Eligible Votes. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted upon during such meeting.
- 6.4. **Notice of Meetings.** The Secretary shall mail notices of annual and special meetings of the Association to each Member of the Association, directed to his last known postal address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than five days before the date of such meeting and shall state the date, time, and place of the meeting and the purpose or purposes therefore. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at a Member's residence in his absence.
- 6.5. **Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board.

ARTICLE VII
COMMITTEES

7.1. Committees, such as an Architectural Standards Committee, may be appointed by the Board by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any members thereof may be removed by the President of the Association whenever in his judgment the best interest of the Association shall be served by such removal.

ARTICLE VIII
CONTRACTS, CHECKS AND DEPOSITS

8.1. **Contracts.** The Board may authorize any officer, officers, agent, or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

8.2. **Checks.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer, officers, agent, or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.3. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, credit unions, or other depositaries as the Board may select.

ARTICLE IX
INDEMNIFICATION OF OFFICERS AND DIRECTORS

9.1. **Indemnification.** The Association shall indemnify every Director or Officer and his heirs, executors, and administrators against all loss, cost, and expense, including attorneys' fees, reasonably incurred by him in connection with any claim asserted against him, by acting in court or otherwise, by reason of his being or having been a Director or officer of the Association, excepting matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Member or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss, damage, cost, and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses, provided, however, nothing contained in this Article IX shall be deemed to

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obligate the Association to indemnify any Member who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under the Declaration as a Member or Owner covered thereby.

ARTICLE X
OBLIGATION TO THE OWNERS

- 10.1. **Assessments.** All Members are obligated to pay to the Association all Annual Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments as such terms are defined in the Declaration. The amount of each Assessment and the respective due dates shall be determined as set forth in the Declaration. The Association's remedies against an Owner who fails to pay any such Assessment are set forth in the Declaration.
- 10.2. **Use of Common Properties.** Each Member shall be entitled to the use, recreation, and enjoyment of the Common Properties and facilities in accordance with the purposes for which they were intended.
- 10.3. **General.** Each Member shall comply strictly with the provisions of the Declaration and shall always endeavor to observe and promote the cooperative purposes for which the subdivision was developed.

ARTICLE XI
AMENDMENTS

- 11.1 **Bylaws.** These Bylaws may be amended by the Association at a duly constituted meeting of the Members called for such purpose, and no amendment shall take effect unless approved in accordance with the requirements set forth in the Declaration. In no event shall these Bylaws be amended to conflict with the Declaration. In the event of a conflict between the Bylaws and the Declaration, the Declaration shall control.

ARTICLE XII
NONPROFIT ASSOCIATION

- 12.1 **Nonprofit Purpose.** The Association is not organized for profit. No Owner, Member of the Board of Directors, or person from whom the Association may receive any property or funds shall receive or be entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or be distributed to or inure to the benefit of, any member of the Board of Directors. However, reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIII
PRINCIPAL OFFICE

13.1 **Address.** The principal office of the Association shall be located at 12425 Chimney Rock Road, Houston, Texas 77035 but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Board.

ARTICLE XIV
MISCELLANEOUS

14.1. **Gender and Number.** Words of any gender used in these Bylaws shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context otherwise requires.

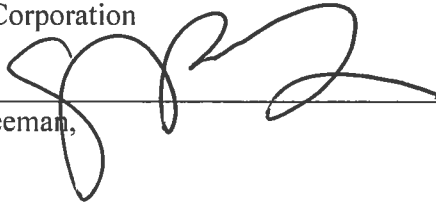
CERTIFICATE

I hereby certify that the foregoing is a true, complete, and correct copy of the Bylaws of Marbella Landing Townhomes HOA, Inc., a Texas nonprofit corporation, as adopted by the Board of Directors on the 30 day of September, 2015.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed, and delivered by its authorized officers on this the 13 day of October, 2015.

MARBELLA LANDING TOWNHOMES HOA, INC.
A TEXAS CORPORATION

By: MARBELLA LANDING TOWNHOMES HOA, INC.
a Texas Corporation



Jason Freeman,
President

After Recording, Please Return to:

Christopher M. Choate ✓
The Choate Firm

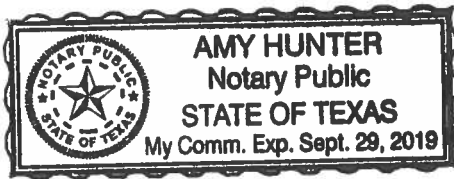
2000 Smith Street
Houston, TX 77002


STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority on this day personally appeared Jason Freeman, President of Marbella Landing Townhomes HOA, Inc., a Texas non-profit corporation, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in her capacity as President of the Marbella Landing Townhomes HOA, Inc. for the purposes expressed in the foregoing instrument.

The above instrument was acknowledged to before me on this the 13th day of October, 2015.





Notary Public, State of Texas.

My Commission Expires: Sept. 29, 2019 .

EXHIBIT A

PROPERTY DESCRIPTION

The property referenced in Section 2.1 is more particularly described as:

Lots 1, 2, 3, 4, 6, 7, and 10 in Block 1 of Kendall Place, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 241, Page 21 of the Deed records of Harris County, Texas.

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FILED

2015 OCT 28 PM 1:01

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

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

OCT 28 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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