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**BYLAWS**  
**OF**  
**BARKER LAKE HOMEOWNERS ASSOCIATION, INC.**  
**(A Texas Non-Profit Corporation)**  
**Harris County, Texas**

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BARKER LAKE HOMEOWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)**

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**BYLAWS**  
**OF**  
**BARKER LAKE HOMEOWNERS ASSOCIATION, INC.**  
**(A Texas Non-Profit Corporation)**

**ARTICLE I**  
**NAME**

1.1 **NAME**. The name of the organization shall be Barker Lake Homeowners Association, Inc., hereinafter called the "Association".

**ARTICLE II**  
**PURPOSE AND OWNER OBLIGATION**

2.1 **PURPOSE**. The Association is organized and shall be operated exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws. The primary purposes of the Association are as follows:

(a) To own, govern, operate and maintain the Common Areas (as defined in the Declaration) situated in Barker Lake, a development consisting primarily of single family residential lots in Harris County, Texas ("Barker Lake");

(b) To provide architectural control and compliance with the covenants and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Barker Lake executed on the 2nd day of May, 2002, by TBJ Properties, Inc., as Declarant, and recorded under Clerk's File Number V775027 in the Real Property Records of Harris County, Texas, as such Declaration may be supplemented or amended from time to time (the "Declaration");

(c) To operate and maintain, with or without an ownership interest, such other lands and facilities as may be necessary or appropriate to the enhancement of Barker Lake; and

(d) To otherwise promote the common good, health, safety and general welfare of the residents within the property covered by the Declaration.

2.2 **OWNER OBLIGATION**. All present or future owners or tenants of any of the Lots (as defined in the Declaration) in Barker Lake (the Lots, the Common Areas and any and all other real property encumbered by the Declaration are hereinafter collectively called the "Property"), or any other person who might use the facilities of the Common Areas in any manner, are subject to the regulations set forth in these Bylaws.

**ARTICLE III**  
**DEFINITIONS AND TERMS**

**3.1**     **MEMBERSHIP.** Membership in the Association shall vest as follows:

(a)     Any person on becoming a record owner of all or any part of a Lot (“Owner”) shall automatically become a member (“Member”) of the Association and be subject to these Bylaws and to the Declaration, including specifically the covenants in the Declaration by each Member to pay to the Association Regular Assessments and Special Assessments (as such terms are defined in the Declaration). Such membership shall terminate without any formal Association action whenever such person ceases to own all or any part of a Lot. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred as a Member. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one Membership Card (herein so called) per Lot to the Owner(s) of a Lot. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon is terminated.

(b)     Declarant shall be a Member of the Association without regard to whether Declarant owns one or more specific Lots until the earlier to occur of (i) ninety percent (90%) of the platted lots in the subdivision contain “units” accepted by the City of Houston and bear a Certificate of Occupancy issued by the City of Houston, or (ii) the date Declarant and any assignee of Declarant’s membership interest under this subparagraph (b) no longer own any portion of the Property (the “Termination Date”). On such earlier date, Declarant shall cease to be a Member of the Association unless Declarant is otherwise entitled to be a Member under subparagraph (a) above. Declarant may assign its membership interest in the Association under this subparagraph (b) to any person or entity by written instrument of assignment duly recorded in the Real Property Records of Harris County, Texas, a copy of which shall be delivered to the Board of Directors. Conveyance of a property interest by Declarant alone shall not constitute an assignment of Declarant’s membership interest under this subparagraph (b).

**3.2**     **VOTING.** The Association shall have two classes of voting membership as follows:

**CLASS A:** Class A Members shall be all Members who own all or any part of a Lot. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and 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 such Lot.

**CLASS B:** The Class B Member shall be Declarant. In addition to any votes to which it may be entitled as a Class A Member, the Class B Member shall be entitled to ten (10) votes for each unoccupied lot owned by it. On the Termination Date, the Class B membership shall cease; following the Termination Date, only Class A membership will exist in the Association. If Declarant assigns its membership interest in the Association under subparagraph 3.1(b) above, such assignee shall thereafter be the Class B Member.

**3.3 NOTICE AND QUORUM.** Written notice of any meeting called for the purpose of taking any action authorized in the Declaration shall be sent to all Members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies of Voting Representatives entitled to cast fifty one percent (51%) of all the votes of each class of 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 such subsequent meeting shall be fifty one percent (51%) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**3.4 PROXIES.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

#### **ARTICLE IV ADMINISTRATION**

**4.1 ASSOCIATION RESPONSIBILITIES.** The Members will constitute the Association. The responsibilities and affairs of the Association will be administered through a Board of Directors.

**4.2 PLACE OF MEETINGS.** All annual and special meetings of the Members shall be held at the principal office 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 Board of Directors and designated in the notices of such meetings.

**4.3 ANNUAL MEETINGS.** Commencing in 2002, annual meetings shall be held on the first business day of the second week of January of each year.

**4.4 SPECIAL MEETINGS.** The President of the Association shall call a special meeting of the Members if so directed by resolution of the Board of Directors or a petition signed by Members having not less than one tenth of the votes entitled to be cast at such meeting and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

**4.5 NOTICE OF MEETINGS.** The Secretary shall send notices of annual and special meetings to each Member of the Association, either personally, by facsimile transmission or by U.S. Mail (postage prepaid), directed to the last known address or facsimile number of the Member, as shown on the records of the Association. The notice of any meeting of Members shall be delivered, transmitted by facsimile or mailed, as the case may be, not less than thirty (30) days nor more than sixty (60) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. If delivered personally, such notice may be left at the Member's residence in his absence. If requested, any mortgagee of record or its designee may be entitled to receive similar notice.

4.6 **ADJOURNED MEETING.** If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting until a quorum is attained, as provided in Section 3.3 hereof.

4.7 **ORDER OF BUSINESS.** The order of business at all meetings of the Members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors, if applicable.
- g. Unfinished business.
- h. New business.

4.8 **MOTIONS.** All motions or matters proposed for consideration by the Class B Member at any annual meeting, special meeting, or other meeting of the Association shall be considered and voted upon by the Members, regardless of whether the Class B Member's motion or other matter proposed for consideration has been seconded by any other Member of the Association.

**ARTICLE V**  
**BOARD OF DIRECTORS**

5.1 **NUMBER AND QUALIFICATION.** The affairs of the Association shall be governed by a Board of Directors composed of three persons. The members of the initial Board of Directors as set forth in the Articles of Incorporation of the Association are the following persons, who shall act in such capacity and shall manage the affairs of the Association until their successors are elected:

<u>NAME</u>	<u>ADDRESS</u>
Joe L. Thomas	12 East Greenway Plaza, Suite 701 Houston, Texas 77046
Charlene D. Lorino	12 East Greenway Plaza, Suite 701 Houston, Texas 77046
Laskey Baker	7 Bridge Crest Court Houston, Texas 77082

5.2 **POWERS AND DUTIES.** The Board of Directors shall have the powers and duties necessary for the operation and maintenance of the Common Areas and the administration of the other responsibilities and affairs of the Association, including, without limitation, the powers and duties set forth in the Declaration. Subject to the provisions of the preceding

sentence, the Board of Directors may do all such acts and things that are not by these Bylaws or by the Declaration directed to be exercised and done by the Members.

**5.3 OTHER POWERS AND DUTIES.** The Board of Directors shall have the following additional powers and duties:

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and other provisions of the Declaration.
- (b) To establish and enforce rules, conditions, restrictions, limitations and other provisions necessary for the orderly operation, use and maintenance of the Common Areas and any other lands and facilities maintained and operated by the Association. (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, any other lands and facilities maintained and operated by the Association, and all items of personal property used in the enjoyment of the Common Areas or such other lands and facilities.
- (d) To purchase and maintain such casualty and liability insurance with respect to the Common Areas and any other lands and facilities maintained and operated by the Association as the Board of Directors shall consider appropriate from time to time.
- (e) To fix, levy and collect the assessments to be paid by each of the Owners; and by majority vote of the Board to decrease or increase the amount of the Regular Assessments, subject to the provisions of the Declaration; to levy and collect Special Assessments in order to meet increased operating or maintenance expenses or costs, additional capital expenses, and other expenses and costs for which a Special Assessment is authorized under the Declaration. All Regular and Special Assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.
- (f) To collect delinquent fees or assessments by suit, lien foreclosure (as provided in the Declaration) or otherwise and to enjoin or seek damages from an Owner for violation of the Declaration or the rules or regulations of the Association.
- (g) To protect and defend the Common Areas and any other lands and facilities maintained and operated by the Association from loss and damage by suit or otherwise.
- (h) To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness; and to mortgage, pledge or hypothecate any or all of the real or personal property of the Association as security for money borrowed or debts incurred in connection with the affairs of the Association.
- (i) To enter into contracts within the scope of the duties and powers of the Board of Directors.
- (j) To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) To maintain complete 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 Members and any mortgagee of a Lot. The Association shall cause to be prepared and delivered annually to each Member a statement showing all receipts, expenses or disbursements since the last such statement. Such financial statements shall be available to any mortgagee of a Lot, on request, within 90 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 have the right to inspect the books and records of the Association during normal business hours.

(l) To designate and employ the personnel necessary for the maintenance and operation of the Common Areas and any other lands and facilities maintained and operated by the Association.

(m) In general, to carry on the administration of this Association and to further the communal use and enjoyment of the Common Areas.

**5.4 ELECTION AND TERM OF OFFICE.** At each annual meeting of the Members, the Members shall elect Directors to hold office until the next succeeding annual meeting. At each election, the persons receiving the greatest number of votes shall be the Directors. Each Director elected shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier death, resignation, disqualification or removal.

**5.5 VACANCIES.** Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members 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.

**5.6 REMOVAL OF DIRECTORS.** At any regular or special meeting of the Members duly called, any Director may be removed with or without cause by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

**5.7 ORGANIZATION MEETING.** The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

**5.8 REGULAR MEETINGS.** Regular meetings of the Board of Directors 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 meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, either personally, by telephone or by facsimile transmission at least three days prior to the day named for such

meeting, or by deposit of notice in the U.S. Mail (postage prepaid) at least seven days prior to the day named for such meeting.

**5.9 SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two Directors. The President or Secretary will give notice to each Director of the time, place (as hereinabove provided) and purpose of the meeting, either personally, by telephone or by facsimile transmission at least three days prior to the day named for such meeting, or by deposit of notice in the U.S. Mail (postage prepaid) at least seven days prior to the day named for such meeting.

**5.10 TELEPHONIC MEETING.** The Board may participate in and hold a meeting by means of conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**5.11 WAIVER OF NOTICE.** Before or at any meeting of the Board of Directors, 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 Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**5.12 BOARD OF DIRECTORS QUORUM.** At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time.

## **ARTICLE VI** **OFFICERS**

**6.1 DESIGNATION.** The officers of the Association shall be a President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also, from time to time, elect one or more vice presidents of the Association. The Board of Directors may, in its sole discretion, elect to combine any two or more offices such that one person shall hold the combined offices, except that the offices of President and Secretary may not be combined.

**6.2 ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

**6.3 REMOVAL OF OFFICERS.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause,

and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

**6.4 PRESIDENT.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of both the Association and the Board of Directors, and shall have all the general powers and duties which are usually vested in the office of President of an association, including without limitation the power to appoint committees from among the Members to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the Association.

**6.5 VICE PRESIDENT.** Any Vice President elected by the Board of Directors shall perform such duties as may be required of him from time to time by the President or the Board of Directors.

**6.6 SECRETARY.**

(a) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all the duties incident to the office of the Secretary.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

**6.7 TREASURER.** The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such money as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors. The Treasurer shall also have the authority to: keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

**ARTICLE VII**  
**OBLIGATIONS OF THE OWNERS**

**7.1 FEES AND ASSESSMENTS.** All Owners shall be obligated to pay the assessments imposed by the Association in accordance with the Declaration. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these Bylaws, only if he is current in the assessments levied against him and the Lot owned by him.

7.2 **USE OF THE COMMON AREAS.** Each Member may use the Common Areas in accordance with the purposes for which they are intended. The Board of Directors shall have the right to suspend a Member's right to use the Common Areas (a) in the event such Member is delinquent in the payment of any assessments as provided in the Declaration and (b) for a reasonable period, in the Board's discretion, in response to any infraction of the Association's rules and regulations.

7.3 **GENERAL.** Each Owner shall comply strictly with the provisions of the Declaration.

## **ARTICLE VIII** **AMENDMENTS TO BYLAWS**

8.1 **AMENDMENTS PRIOR TO TERMINATION DATE.** Prior to the Termination Date, these Bylaws may be amended or repealed, or new bylaws may be adopted, only upon the express written consent of the Members holding at least two-thirds (2/3) of all the outstanding votes of the Members; or by a resolution passed by a majority of the Board evidencing the consent of the Members holding at least two-thirds (2/3) of all the outstanding votes of the Members and authorizing the President of the Association to execute such amendments.

8.2 **AMENDMENTS AFTER TERMINATION DATE.** On and after the Termination Date, these Bylaws may be amended or repealed, or new bylaws may be adopted, at any annual or special meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the Members present at the meeting, provided notice of the proposed amendment, repeal or adoption is contained in the notice of such meeting; and provided further, that the foregoing notice requirement shall not prohibit the Members from adopting the proposed amendment, effecting the proposed repeal or adopting the proposed new bylaws, as the case may be, in a modified form which is not identical to that described or set forth in the notice of such meeting.

## **ARTICLE IX** **MORTGAGES**

9.1 **NOTICE TO ASSOCIATION.** An Owner who mortgages his Lot shall notify the Association through the President or Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

9.2 **NOTICE OF UNPAID ASSESSMENTS.** The Association shall, at the request of a mortgagee of a Lot, report any unpaid assessments due from the Owner of such Lot.

**ARTICLE X**  
**ACTIONS WITHOUT MEETINGS**

**10.1 CONSENT TO ACTION.** Any action required or permitted to be taken at any meeting of Members, Directors or committee members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by a sufficient number of Members, Directors or committee members, as the case may be, as would be necessary to take that action at a meeting at which all persons entitled to vote on the action were present and voted.

**10.2 NOTICE OF ACTION.** Prompt notice of the taking of any action by Members, Directors or committee members without a meeting by less than unanimous written consent shall be given to those Members, Directors or committee members who did not consent in writing to the action. Every written consent signed by less than all the Members, Directors or committee members entitled to vote with respect to the action that is the subject of the consent shall bear the date of signature of each person who signs the consent. No written consent signed by less than all the Members, Directors or committee members entitled to vote with respect to the action that is the subject of the consent shall be effective to take such action unless, within 60 days after the date of the earliest dated consent delivered to the Association in the manner required by law, a consent or consents signed by not less than the minimum number of Members, Directors or committee members that would be necessary to take the action that is the subject of the consent are delivered to the Association by delivery to its registered office, registered agent, or principal place of business, or by delivery to an officer or agent of the Association having custody of the books in which proceedings of meetings of Members are recorded. Delivery shall be by personal delivery, facsimile transmission or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President or principal executive officer of the Association. A telegram, telex, cablegram or similar transmission by a Member, Director or committee member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member, Director or committee member, shall be regarded as signed by the Member, director or committee member for purposes of this Section 10.2.

**ARTICLE XI**  
**NON-PROFIT ASSOCIATION**

**11.1 NON-PROFIT PURPOSE.** This Association is not organized for profit. No Owner, Member, Director or person from whom the Association may receive any property or funds shall receive or shall be lawfully 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 distributed to or inure to the benefit of any Director; provided, however, (a) 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 (b) any Director 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, subject to prior approval by the Board of Directors.

**11.2 FILING OF PAPERS.** The Board of Directors shall cause to be filed with all applicable government agencies such certificates, reports and other paperwork as necessary to assure that the Association, to the maximum extent possible, retains its tax-exempt status as a Texas nonprofit corporation operating exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws.

**ARTICLE XII  
ARBITRATION OF CERTAIN DISPUTES**

**12.1 ARBITRATION.** In the event any dispute, disagreement or controversy shall arise between any Owners regarding a fence or retaining wall constructed or to be constructed on a Lot or Lot boundary line (a "Wall/Fence Dispute"), the Wall/Fence Dispute shall be resolved by binding arbitration if at least one of the Owners involved in the Wall/Fence Dispute delivers to the Committee (as defined in the Declaration) and to each other Owner involved in the Wall/Fence Dispute a written demand for arbitration.

**12.2 ARBITRATION PROCEDURES.** The arbitrators of any arbitration of a Wall/Fence Dispute shall be the members of the Committee or, if the Committee shall so determine in writing, one or more (but less than all) of the members of the Committee. All arbitration proceedings shall be conducted in accordance with the Texas General Arbitration Act, codified in Chapter 171 of the Texas Civil Practice and Remedies Code. At any arbitration hearing, any relevant evidence may be presented by any party to the hearing, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrators.

**12.3 COSTS OF ARBITRATION.** The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne in such proportion as the arbitrators shall determine.

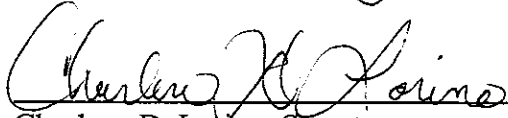
**12.4 CESSATION OF COMMITTEE.** In the event the Committee shall ever permanently cease to exist, the Board of Directors shall either (a) designate new arbitrators or a new means of selection of arbitrators under this Article 12 or (b) declare Wall/Fence Disputes to no longer be subject to mandatory arbitration under this Article 12.

[Remainder of page intentionally left blank]

**CERTIFICATE**

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Bylaws of Barker Lake Homeowners Association, Inc., a Texas non-profit corporation, as adopted by the Board of Directors by unanimous consent in lieu of organizational meeting on the 14 day of May, 2002.

IN WITNESS WHEREOF, I hereunto set my hand as of May 14, 2002.

  
\_\_\_\_\_  
Charlene D. Lorino, Secretary

**FILE FOR RECORD  
8:00 AM**

**JUN 10 2003**

  
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 on

**JUN 10 2003**



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS