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SUPPLEMENTAL AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PLANTATION LAKES, SECTION FOUR

STATE OF TEXAS                   §  
   §  
COUNTY OF GRIMES               §

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION FOUR (the "Supplemental Amendment") is made on the date hereinafter set forth by, Mill Creek, Ltd., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant filed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES which is recorded under Clerk's File Number 403932 in the Real Property Records of Waller County, Texas, and under Clerk's File Number 194638 in the Real Property Records of Grimes County, Texas (the "Original Declaration"); and

WHEREAS, Declarant filed that certain FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, which is recorded under Clerk's File Number 404501 in the Real Property Records of Waller County, Texas, and under Clerk's File Number 194958 in the Real Property Records of Grimes County, Texas (the "First Amendment"); and

WHEREAS, Declarant filed that certain SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION TWO which is recorded under Clerk's File Number 407183 in the Real Property Records of Waller County, Texas, and under Clerk's File Number 195110 in the Real Property Records of Grimes County, Texas; and

WHEREAS, Declarant filed that certain SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, SECTION THREE which is recorded under Clerk's File Number 408945 in the Real Property Records of Waller County, Texas, and under Clerk's File Number 195960 in the Real Property Records of Grimes County, Texas;

WHEREAS, the Original Declaration and the First Amendment are hereinafter collectively referred to as the "Declaration"; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

WHEREAS, pursuant to Article III of the Original Declaration, the Declarant reserved the exclusive and unilateral right to annex any additional property.

NOW THEREFORE, pursuant to the powers retained by Declarant as a Class "B" Member under the Declaration, the Declarant hereby annexes the real property as shown on the map or plat thereof recorded in Volume 1146, Page 94 in the Map or Plat Records of Grimes County, Texas ("Section Four") into Plantation Lakes. Section Four shall hereinafter carry with it all the rights, privileges and obligations granted to the Property initially encumbered by the Declaration, including but not limited to the right to be annexed, and is hereby annexed into the body of the Property subject to the Declaration without approval of the Class "A" Membership.

No Dwelling or other structure shall be erected nearer to any street or property line than that allowed by the applicable plat or other recorded documents, provided that a minimum rear setback equal to twenty-five feet (25') or the rear utility easement as shown on the applicable plat of Section Four, whichever is greater, shall be observed on all Lots; and, provided further that a minimum side setback equal to twenty-five foot (25') or the side utility easement as shown on the applicable plat of Section Four, whichever is greater, shall be observed on all Lots. Detached garages and driveways shall be permitted to be placed within a setback as approved by the ARC.

Owners of Lots within Section Four are advised that there exists Restricted Reserve "A" (hereinafter, the "Park Area"), which reserve is restricted to park use. Owners of Lots within Section Four hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the placement, construction, design, operation, use and maintenance of said Park Area, any recreational facility and/or equipment, if any, in said Park Area, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic which may occur in the normal operation and use of the Park Area or any recreational facility or equipment, if any, in said Park Area. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Park Area. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Park Area.

Owners whose Lots are adjacent to or abut the Park Area shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Park Area. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Park Area to its condition immediately prior to said infiltration. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Park Area and/or recreation equipment if, as, and when such recreation equipment is built, placed, or installed in the Park Area.

Park Area Easement. There is hereby reserved and granted to the Owner of that portion of Section Four hereinabove defined as the Park Area along with such Owner's servants.

independent contractors, agents, members, guests and invitees (collectively, the "Park Area Users"), a nonexclusive easement over and across Section Four, or portions thereof as provided below, for the following purposes:

- (i) Flight of balls (which may include but not be limited to baseballs, softballs, footballs, tennis balls, soccer balls, volley balls) over, across, and upon Section Four;
- (ii) Doing of every act necessary and incident to the playing of recreational activities on or within the Park Area, including, lighting of parking facilities; and
- (iii) Creation of noise related to the normal maintenance, operation and recreational activities of the Park Area, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

Damage by Errant Sports Balls. Owners of Lots in Section Four, their successors and assigns, hereby acknowledge and agree that the existence of a Park Area within Section Four is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions Section Four located adjacent to, or in close proximity to, the Park Area are subject to the risk of damage or injury due to errant sports balls. Owners of portions of Section Four, their successors and assigns, hereby assume the risk of damage and injury and hereby release the Owner of the Park Area, the Association and/or the Declarant, their agents, employees, officers, successors and assigns, from any and all liability for damage or injury caused by errant sports balls in, on, or around Section Four.

Owners of Lots within Section Four are hereby advised that there exist Reserves B and C within Section Four, which reserves are restricted to equestrian paths, as shown on the recorded plat of Section Four (collectively, the "Equestrian Paths"). The Association shall not be liable for any injury to or death of a person as a result of (i) such person's use of the Equestrian Paths or (ii) the inherent risk that may be associated with participation in equestrian activities and use of the Equestrian Paths. Further, Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the use of the Equestrian Paths by such Owners, their guests and/or invitees, the existence and/or placement of the Equestrian Paths, and the presence of animals on the Equestrian Paths, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, visibility of the Equestrian Paths or the animals on the Equestrian Paths, and/or traffic which may occur due to the existence of the Equestrian Paths or the animals on the Equestrian Paths. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Equestrian Paths. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Equestrian Paths.

Owners of Lots within Section Four are advised that there exists Reserve "D", which is designated as a drill site for any oil, gas and mineral development within Section Four ("Reserve D"). Owners hereby agree to hold harmless the Declarant, the Association and their successors and assigns and release them from any liability for the existence, placement, operation and/or maintenance of Reserve D and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of Reserve D and Owners expressly grant to the Declarant and the Association, an easement for incidental noise, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of Reserve D.

Owners further acknowledge that the Association, its Directors, officers, managers, agents, or employees, or the Declarant or any successor Declarant have, made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of Reserve D or regarding the affect of the drill site designation on Reserve D. Owners whose Lot abut or are adjacent to Reserve D shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve D. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Declarant, the Association and their successors and assigns for all costs of clean up and remediation necessary to restore Reserve D to its condition immediately prior to said infiltration. Owners acknowledge that the Declarant and/or the Association may convey Reserve D to a person and/or entity other than the Association.

Owners of Lots within Section Four are advised that there exists Reserve E in Section Four, which reserve is restricted to greenbelt purposes, as shown on the recorded plat of Section Four ("Reserve E"). The Association shall have the obligation to maintain Reserve E. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of Reserve E and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of Reserve E and Owners expressly grant to the Association, an easement for incidental noise, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of Reserve E. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of Reserve E.

Owners whose Lots are adjacent to or abut Reserve E shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve E. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore Reserve E to its condition immediately prior to said infiltration.

Owners of Lots 1 and 2, Block I and Lots 24, 25, 32, 33, 47, and 48, Block II in Section Four are hereby advised that there exists a twenty-foot (25') drainage easement along the

southern Lot lines of Lots 24, 32, and 47, Block II and the Northern Lot lines of Lots 25, 33, and 48, Block II (twelve and one-half feet on each of the foregoing Lots), through and across Lot 1, Block I, and along a portion of the southern Lot line of Lot 2, Block I, as shown on the recorded plat of Section Four (collectively, the "Drainage Easements"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence and/or placement of the Drainage Easements and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, visibility of the Drainage Easements, and/or traffic which may occur due to the existence of the Drainage Easements. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to water level variances and/or any future change in use of the Drainage Easements. Each Owner shall have the obligation of maintaining the portion of the Drainage Easements on such Owner's Lot. Owners may not obstruct, fill, alter the natural slope of, alter the topography of, or install any improvements on the Drainage Easements.

Owners of Lots 2 and 3, Block II, within Section Four are advised that there exists a Detention Pond Easement, within Lot 2, Block II and adjacent to the southern Lot line of Lot 3, Block II, as shown on the recorded plat of Section Four (the "Detention Pond Easement"). The Association shall have the obligation to maintain the Detention Pond Easement. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Detention Pond Easement and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of the Detention Pond Easement and Owners expressly grant to the Association, an easement for incidental noise, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of the Detention Pond Easement. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Detention Pond Easement. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to water level variances and/or any future change in use of the Detention Pond Easement.

Owners whose Lots are adjacent to or abut the Detention Pond Easement shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Detention Pond Easement. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Detention Pond Easement to its condition immediately prior to said infiltration. Owners may not obstruct, fill, alter the natural slope of, alter the topography of, or install any improvements on the Detention Pond Easement.

Owners of Lots 4, 5, 6, 38, and 39 in Block II, within Section Four are advised that portions of Lots 4, 5, 6, 38, and 39 are partially within the 100 year flood plain line as scaled

from a F.I.R.M. Map. The approximate location of the 100 year flood plain is on the northern and/or eastern portions of Lots 4, 5, and 6 in Block II and on the western portions of Lots 38 and 39 in Block II, as indicated on the recorded plat of Section Four. Owners of Lots 4, 5, 6, 38, and 39 in Block II acknowledge and understand that the Association, its Board of Directors, and/or the Declarant, their successors and assigns, are not insurers and that each Owner and occupant of any Lot in Section Four and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons as a result of the a portion of Lots 4, 5, 6, 38, and 39 in Block II being located in the 100 year flood zone. Owners further acknowledge that the Association, its Board of Directors, and/or the Owner, their successors and assigns, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied as to the flood plain line.

Owners of Lots within Section Four are advised that certain creeks (the "Creeks") run through and across portions of Section Four, as shown on the recorded plat of Section Four. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Creeks and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, odors, and/or traffic which may occur due to the existence of the Creeks and Owners expressly grant to the Association, an easement for incidental noise, odors and/or traffic which may occur due to the existence of the Creeks. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Creeks. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to water level variances and/or any future change in use of the Creeks.

Owners on whose Lots adjoin the Creeks are located shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Creeks. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Creeks to their condition immediately prior to said infiltration. Each Owner shall have the obligation of maintaining the portion of the Creek on such Owner's Lot. Owners may not obstruct, fill, or alter the natural flow of the Creeks.

Owners of Lots within Section Four are advised that running through a portion of Section Four there exists a Houston Lighting & Power Company one hundred eighty foot (180') easement, more particularly described in Volume 251, Page 573 in the Grimes County Deed Records (the "HL&P Easement"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the HL&P Easement and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of the HL&P Easement and Owners expressly grant to the Association, an easement for incidental noise, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of the HL&P Easement. Owners further acknowledge that the

Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the HL&P Easement.

Owners whose on whose Lots the HL&P Easement is located shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the HL&P Easement. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the HL&P Easement to its condition immediately prior to said infiltration. Each Owner shall have the obligation of maintaining the portion of the HL&P Easement on such Owner's Lot. Owners may not obstruct, fill, alter the natural slope of, alter the topography of, or install any improvements on the HL&P Easement.

Owners of Lot 2, Block I and Lots 36 and 37, Block II, within Section Four are advised that there exists a twenty foot (20') access easement along the northern perimeter of Lot 2, Block I and a twenty foot (20') access easement along the southern Lot line of Lot 36, Block II and the northern Lot line of 37, Block II (ten feet on each Lot), as shown on the recorded plat of Section Four (collectively, the "Access Easements"). The Association shall have the obligation to maintain the Access Easements. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Access Easements and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operation of the Access Easements and Owners expressly grant to the Association, an easement for incidental noise, lighting, odors and/or traffic which may occur due to the existence and/or normal operation of the Access Easements. The Access Easements are only for the benefit of and/or use by the Declarant, its successors, assigns, representatives, agents, representatives, and designees, and/or the Association, its agents, representatives and designees. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Access Easements.

Owners whose Lots are adjacent to or abut the Access Easements shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Access Easements. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Access Easements to its condition immediately prior to said infiltration. Owners may not obstruct, fill, alter the natural slope of, alter the topography of, or install any improvements on the Access Easements.

Fencing may be installed on Lots which abut green belts, lakes, ponds, park areas and other landscaping reserves, subject to prior ARC approval. If fencing is installed on any portion of a Lot which abuts greenbelts, lakes, ponds, park areas and other landscaping reserves, it shall be wrought iron in appearance and shall be in a location and of a material and design as required

in this Section and as approved by the ARC. However, access to such green belts, lakes, ponds, park areas and/or other landscaping reserves, if any, shall be through approved access points located on the Common Areas only. Gate access from individual Lots is strictly prohibited except on rear Lot lines adjacent to green belts, which rear gates, if installed, are subject to prior ARC approval. An Owner's Lot shall be considered as abutting a lake, pond, or park area for fencing requirements even if a Common Area is between the Lot and such lake, pond or park area.

Special Fencing Requirements: Side fencing between any and all Lots, if any is installed, where the rear and/or side of the Lot abuts and/or is contiguous or adjoining to green belts, lakes, ponds, park areas or other landscaping reserves shall be black ornamental iron in appearance, unless otherwise approved, in writing, by the ARC. All such fencing, if installed, shall not exceed four feet (4') in height and must conform to all ARC requirements.

Subject to the special fencing requirements set out hereinabove, side and rear fencing may be installed on all Lots; provided, such fencing is not a barbed wire or a chain link fence.

Owners shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of each Lot Owner on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain said fence in a manner consistent with the Subdivision in the sole discretion of the Board of Directors, the Association shall have the right, but not the obligation, to enter such Lot for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot.

Section Four shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally this Supplemental Amendment.

In case of conflict between this Supplemental Amendment and the Declaration, this Supplemental Amendment shall control. All other definitions and restriction shall remain as stated in the Declaration.

Invalidation of any one or more of the covenants, restrictions conditions or provisions contained in this Supplemental Amendment shall in no wise affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes, Section Four is executed as of the 1st day of November, 2005.

DECLARANT:

MILL CREEK, LTD., a Texas limited partnership

By: CLEAR SPRINGS DEVELOPMENT GROUP, L.L.C. a Texas corporation, its general partner

By: \_\_\_\_\_  
Print Name: Clay Sibooz  
Print Title: President

STATE OF TEXAS

§  
§

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared Clay Sibooz, the President of Clear Springs Development Group, L.L.C., a Texas corporation, the General Partner of Mill Creek, Ltd., a Texas limited partnership known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

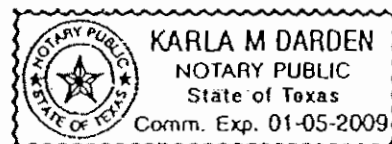
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November 2005.

Karla M. Darden  
Notary Public - State of Texas

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After Recording Return To:

Marc D. Markel/Richa Himani  
Roberts Markel Guerry, P.C.  
2500 City West Blvd., Suite 1350  
Houston, TX 77042



LIENHOLDER CONSENT AND SUBORDINATION

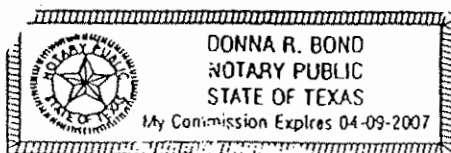
First Bank of Conroe, NA, a(n) Texas State Banking Corporation, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Lakes, Section Four to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under the Declaration, and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations and interests created under the Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

By: [Signature]  
Print Name: Lynd V. Pres  
Print Title: JE Credit

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of \_\_\_\_\_, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in her/his representative capacity.

GIVEN UNDER my hand and seal of office, this 1<sup>st</sup> day of NOVEMBER, 2005.



Donna R. Bond  
Notary Public - State of Texas

After Recording Return To:

Marc D. Markel/Richa Himani  
Roberts Markel Guerry, P.C.  
2500 City West Blvd., Suite 1350  
Houston, TX 77042

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Pg 317

Filed for Record in:

Grimes County,

On: Nov 02, 2005 at 08:43A

As a RECORDINGS

Document Number: 00203211

Amount \$1.00

Receipt Number - 4194

By: Tina S Schroeder

STATE OF TEXAS COUNTY OF GRIMES  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of:  
Grimes County  
as stamped hereon by me.  
Nov 02, 2005

David Paskett, County Clerk  
Grimes County