

NOTICE OF MERGER OF OWNERS ASSOCIATIONS

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, these certain: (i) Restated and Amended Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Four (4), Fondren Southwest Northfield, Section Five (5), Fondren Southwest Northfield Patio Homes, Section One (1) and Fondren Southwest West Bellfort Patio Homes, Section One (1) filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. P788270; (ii) Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Six (6) filed of record in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. H004061; (iii) Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Seven (7) filed of record in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. H833184; and (iv) Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Eight (8) filed of record in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. M421770 subjects the real property described therein (the "West Bellfort Subdivision") to the covenants, conditions, restrictions, easements, charges and liens set forth therein; and

WHEREAS, West Bellfort Property Owners Association, a Texas non-profit corporation ("West Bellfort") was incorporated for the purposes of providing for the maintenance and preservation of the West Bellfort Subdivision; and

WHEREAS, that certain Restated and Amended Declaration of Covenants, Conditions and Restriction for Fondren Southwest Northfield, Section Three (3) dated February 7, 1994, was recorded in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. P712217, and subjects real property described therein (the "Northfield Subdivision") to the covenants, conditions, restrictions, easements, charges and liens set forth therein; and

WHEREAS, Northfield Section Three Property Owners Association, a Texas non-profit corporation ("Northfield") was incorporated for the purposes of providing for the maintenance and preservation of the Northfield Subdivision; and

WHEREAS, the members of West Bellfort and Northfield voted to merge their respective associations into the West Bellfort.

NOW, THEREFORE, notice is hereby given that West Bellfort and Northfield have been merged into West Bellfort as of August 26th, 2003, a copy of the Articles of Merger being attached hereto as Exhibit "A".

**FILE FOR RECORD
8:00 AM**

FEB 11 2004

Rebecca A. Atkinson
County Clerk, Harris County, Texas

Notice
37
7
1

004-35-0214

EXECUTED as of the 26th day of August, 2003.

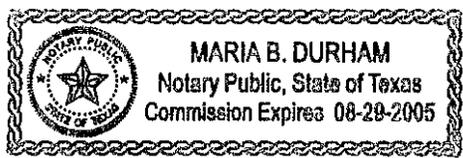
WEST BELLFORT PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation

By: [Signature]
Etan Mirvis, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 26, 2003, by Barbara Hite, the President of **WEST BELLFORT PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation, for and on behalf of said corporation.

[Signature]
Notary Public, State of Texas



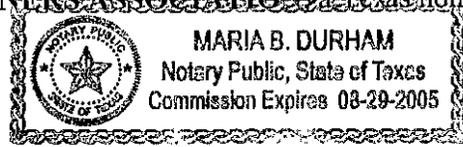
NORTHFIELD SECTION THREE PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation

By: Barbara Hite, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 26, 2003, by Barbara Hite, the President of **NORTHFIELD SECTION THREE PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation, for and on behalf of said corporation.

[Signature]
Notary Public, State of Texas



AFTER RECORDING, RETURN TO:

Mark K. Knop, Esq.
Hoover Slovacek, LLP
P.O. Box 4547
Houston, Texas 77210
File No.: 121668-294

ARTICLES OF MERGER

JAN 30 2004

Corporations Section

Pursuant to the provisions of Article 5.04 of the Texas Non-Profit Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The Plan of Merger, a copy of which is attached hereto as Exhibit "A", was approved by the members of each of the undersigned corporations in the manner prescribed by the Texas Non-Profit Corporation Act.

2. As to each of the undersigned corporations, the Plan of Merger was adopted in the following manner:

West Bellfort Property Owners Association:

The Plan of Merger was adopted at a special meeting of members held on August 26th, 2003, at which a quorum was present, and the Plan of Merger received at least two-thirds of the votes which members present at such meeting, in person or by proxy, were entitled to cast.

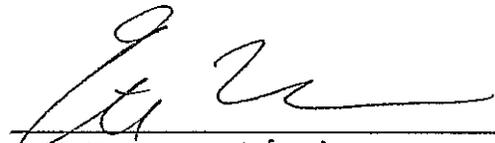
Northfield Section Three Property Owners Association

The Plan of Merger was adopted at a special meeting of members held on August 20th, 2003, at which a quorum was present, and the Plan of Merger received at least two-thirds of the votes which members present at such meeting, in person or by proxy, were entitled to cast.

Dated: August 26, 2003.

**WEST BELLFORT PROPERTY OWNERS
ASSOCIATION**, a Texas non-profit corporation

By:

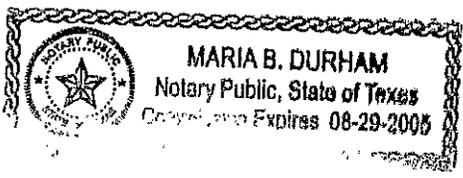


Efan Mirwis, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 26, 2003,
by Barbara Hite, the President of **WEST BELLFORT PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation, for and on behalf of said corporation.

Maria B. Durham
Notary Public, State of Texas



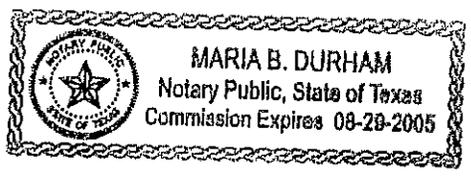
NORTHFIELD SECTION THREE PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation

By: Barbara Hite
President, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 26, 2003,
by Barbara Hite, the President of **NORTHFIELD SECTION THREE PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation, for and on behalf of said corporation.

Maria B. Durham
Notary Public, State of Texas



410472 MKK 121668 00294 6/18/03

EXHIBIT "A"
PLAN OF MERGER
of
NORTHFIELD SECTION THREE PROPERTY OWNERS ASSOCIATION
with and into
WEST BELLFORT PROPERTY OWNERS ASSOCIATION

NORTHFIELD SECTION THREE PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation ("Northfield"), and WEST BELLFORT PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation ("West Bellfort" or sometimes also referred to as the "Surviving Corporation"), agree as follows:

I.
GENERAL PLAN OF MERGER

1.01. A Plan of Merger of Northfield with and into West Bellfort pursuant to the provisions of Articles 1396-5.01 through 1396-5.06 of the Texas Non-Profit Corporation Act ("Plan of Merger"), is adopted as follows:

- (a) Northfield shall be merged with and into West Bellfort to exist and be governed by the laws of the State of Texas.
- (b) The name of the Surviving Corporation shall be West Bellfort Property Owners Association.
- (c) On the effective date of the merger, the separate existence of Northfield shall cease and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Northfield and shall be subject to all the debts and liabilities of Northfield in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property subject to the jurisdiction of each corporation shall be preserved unimpaired.
- (d) The Surviving Corporation will carry on business with the assets of Northfield as well as with the assets of West Bellfort.
- (e) On the effective date of the merger, the members of Northfield will, without other transfer, become members of West Bellfort and the members of West Bellfort will retain their membership as members of the Surviving Corporation.
- (f) All of the existing Directors of West Bellfort shall remain directors of the Surviving Corporation until their successors have been elected or appointed.

551-75-1313

- 01
25
-
04
-
03
15
- (g) The real property under the jurisdiction of Northfield (hereinafter referred to as "Northfield Subdivision") is encumbered by those covenants, conditions, and restrictions contained within the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Three (3) filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. P712217 (hereinafter referred to as "Northfield Declaration"). The Northfield Declaration will continue to encumber the Northfield Subdivision after the effective date of the merger.
 - (h) The real property currently under the jurisdiction of West Bellfort (hereinafter referred to as "West Bellfort Subdivision") is encumbered by those covenants, conditions, and restrictions contained within the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Four (4), Fondren Southwest Northfield, Section Five (5), Fondren Southwest Northfield Patio Homes, Section One (1) and Fondren Southwest West Bellfort Patio Homes, Section One (1) filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. P788270 (hereinafter as amended, the "West Bellfort Declaration").
 - (i) Upon the effective date of the merger, the amount of the annual assessment for the first year after the effective date of the merger and for every year thereafter and special assessments (collectively, the "Assessments") paid by owners of property in the Northfield Subdivision shall be the same amount as the amount paid by owners of property in West Bellfort Subdivision
 - (j) Owners of property in the West Bellfort Subdivision and Northfield Subdivision shall be equally bound by all the resolutions of the Board of Directors of the Surviving Corporation adopted before and after the effective date of merger as same may be applicable.
 - (k) The Board of Directors of the Surviving Corporation or the Architectural Control Committee appointed by the Board of Directors of the Surviving Corporation shall serve as the Architectural Control Committee for both the Northfield Subdivision and West Bellfort Subdivision.

1.02 The term "effective date of the merger," as used in this Plan of Merger, shall be the date when a certificate of merger is issued by the Secretary of State of Texas, approving the merger of Northfield and West Bellfort.

II.
REPRESENTATIONS

2.01 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations hereunder, Northfield represents and warrants to the Surviving Corporation as follows:

- (a) Northfield is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted.
- (b) Northfield has furnished the Board of Directors of West Bellfort with the audited balance sheet of Northfield as of December 31, 2002, and the related audited statement of income for the twelve (12) months then ended, and an interim unaudited balance sheet (the "Balance Sheet") as of August 20, 2003 (the "Balance Sheet Date") and the related statement of income for the July, 2003 month period then ended. Such financial statements: (i) are in accordance with the books and records of Northfield; (ii) fully present the financial condition of Northfield as of such dates and the results of its operations as of and for the periods therein specified, all prepared in accordance with generally accepted accounting principles applied upon a basis consistent with prior accounting periods, and (iii) disclose in accordance with generally accepted accounting principles all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise and whether due or to become due) of Northfield.
- (c) All required federal, state, and local tax returns, if any, of Northfield have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid, if any, with respect to the periods covered by such returns, have been paid. Northfield has never had any tax deficiency proposed or assessed against it, which remains unpaid and has not executed any waiver of any statute of limitations on the assessment or collection of any tax.
- (d) Northfield represents that the only ongoing contracts to which Northfield is a party are as follows:

Management:	Planned Community Management, Inc.
Pest Control:	Cypress Creek Pest Control
Landscape:	R.B. Landscape
Garbage:	City of Houston
Pool Company:	Southwest Pool Management
- (e) Northfield has not, since the Balance Sheet Date, entered into any transaction other than in the ordinary course of business and there has not been any material adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets or liabilities of Northfield. Northfield agrees to immediately inform West Bellfort in writing of any obligations it incurs, which have not been disclosed in this Plan of Merger.

- (f) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Northfield which would affect it, its properties, assets or business; and Northfield is not aware of any facts which, to its knowledge, might result in any action, suit, arbitration or other proceedings which in turn might result in any material adverse change in the business or condition (financial or otherwise) of Northfield or its properties or assets. Northfield is not in default with respect to any judgment, order or decree of any court or any governmental agency or instrumentality.
- (g) All material facts concerning or relating to Northfield have been disclosed.
- (h) All owners and residents of the Northfield Subdivision shall be entitled to use any property, real or personal, currently owned and/or operated by West Bellfort in the same manner and under the same terms as current members of West Bellfort, their family, guests and tenants.
- (i) Northfield hereby agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest or perfect in, or confirm of record or otherwise to, the Surviving Corporation, title to, and possession of, all the property, rights, privileges, and powers referred to in Article I hereof, and otherwise to carry out the intent and purposes of this Plan of Merger.

2.02 As material inducement to Northfield to execute this Plan of Merger and perform its obligations hereunder, West Bellfort represents and warrants to Northfield as follows:

- (a) West Bellfort is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted.
- (b) West Bellfort has furnished the Board of Directors of Northfield with the audited balance sheet of West Bellfort as of December 31, 2002, and the related audited statement of income for the twelve (12) months then ended, and an interim unaudited balance sheet (the "Balance Sheet") as of August 26, 2003 (the "Balance Sheet Date") and the related statement of income for the July, 2003 month period then ended. Such financial statements: (i) are in accordance with the books and records of West Bellfort; (ii) fully present the financial condition of West Bellfort as of such dates and the results of its operations as of and for the periods therein specified, all prepared in accordance with generally accepted accounting principles applied upon a basis consistent with prior accounting periods, and (iii) disclose in accordance with generally accepted accounting principles all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise and whether due or to become due) of West Bellfort.

- (c) All required federal, state, and local tax returns, if any, of West Bellfort have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid, if any, with respect to the periods covered by such returns, have been paid. West Bellfort has never had any tax deficiency proposed or assessed against it, which remains unpaid and has not executed any waiver of any statute of limitations on the assessment or collection of any tax.
- (d) West Bellfort represents that the only ongoing contracts to which West Bellfort is a party are as follows:
- | | |
|---------------|------------------------------------|
| Management: | Planned Community Management, Inc. |
| Pest Control: | Cypress Creek Pest Control |
| Landscape: | Junction Landscape |
| Garbage: | City of Houston |
| Pool Company: | Avante Garde Pool Inc. |
- (e) West Bellfort has not, since the Balance Sheet Date, entered into any transaction other than in the ordinary course of business and there has not been any material adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets or liabilities of West Bellfort. West Bellfort agrees to immediately inform Northfield in writing of any obligations it incurs, which have not been disclosed in this Plan of Merger.
- (f) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against West Bellfort which would affect it, its properties, assets or business; and West Bellfort is not aware of any facts which, to its knowledge, might result in any action, suit arbitration or other proceedings which in turn might result in any material adverse change in the business or condition (financial or otherwise) of West Bellfort or its properties or assets. West Bellfort is not in default with respect to any judgment, order or decree of any court or any governmental agency or instrumentality.
- (g) All material facts concerning or relating to West Bellfort have been disclosed.
- (h) From and after the effective date of the merger, all residents of the Northfield Subdivision shall be treated equally and in the same manner as the current members of West Bellfort.
- (i) West Bellfort, as the Surviving Corporation shall function as the property owners association for the West Bellfort Subdivision and the Northfield Subdivision. West Bellfort shall have, possess and exercise all rights, powers authority reserved to Northfield in the Northfield Declaration.
- (j) All owners and residents of Northfield Subdivision shall be entitled to use any property, real or personal, currently owned and/or operated by West Bellfort in the

581-75-0222

same manner and under the same terms as current members of West Bellfort, their family, guest and tenants.

Section 2.03 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Northfield or West Bellfort pursuant to this Agreement shall be deemed representations and warranties made by such parties, respectively, to each other under this Plan of Merger. The covenants, representations, and warranties of the parties shall survive the effective date of the merger, and all inspections, examinations, or audits on behalf of the parties for a period of one (1) year following the effective date of the merger.

III. AGREEMENTS

3.01 As a further inducement to each other to enter into this Plan of Merger, both Northfield and West Bellfort agree as follows:

- (a) Except as limited by Subparagraph (b) of this Paragraph 3.01, pending consummation of the merger, both Northfield and West Bellfort will carry on their business in substantially the same manner as heretofore and will use their best efforts to maintain their business organizations intact, and to maintain their relationships with contractors and others having business relationships with it.
- (b) Except with the prior consent in writing of the other corporation neither Northfield nor West Bellfort, pending the effective date of the merger shall:
 - (i) create or issue any indebtedness for borrowed money;
 - (ii) enter into any transactions, contracts, or agreements other than renewals or replacements of existing contracts under the same or substantially similar terms.

3.02 This Plan of Merger shall be submitted separately to the members of Northfield and West Bellfort in the manner provided by the Texas Non-Profit Corporation Act, Bylaws and Articles of Incorporation of each corporation for approval.

3.03 Except as may be expressly waived in writing by Northfield, West Bellfort shall satisfy, prior to or on the effective date of the merger, each of the following conditions:

- (a) The representations and warranties made by West Bellfort to Northfield in Article II hereof and in any documents delivered pursuant hereto shall be deemed to have been made again on the effective date of the merger and shall then be true and correct in all material respects, and West Bellfort shall not have discovered any material error, misstatement, or omission therein.
- (b) West Bellfort shall have performed and complied with all agreements and conditions required by this Plan of Merger to be performed and complied with by it, prior to, or on the effective date of the merger.

- (c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Plan of Merger.
- (d) West Bellfort shall have delivered to Northfield a certificate dated the effective date of the merger executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a), (b) and (c) of this Paragraph 3.03.

3.04 Except as may be expressly waived in writing by West Bellfort, Northfield shall satisfy, prior to or on the effective date of the merger, each of the following conditions:

- (a) The representations and warranties made by Northfield to West Bellfort in Article II hereof and in any documents delivered pursuant hereto shall be deemed to have been made again on the effective date of the merger and shall then be true and correct in all material respects, and Northfield shall not have discovered any material error, misstatement, or omission therein.
- (b) Northfield shall have performed and complied with all agreements and conditions required by this Plan of Merger to be performed and complied with by it, prior to, or on the effective date of the merger.
- (c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Plan of Merger.
- (d) Northfield shall have delivered to West Bellfort a certificate, dated the effective date, executed in its corporate name by its President and Secretary of West Bellfort and certifying to the satisfaction of the conditions specified in Subparagraphs (a), (b) and (c) of this Paragraph 3.04.

IV. ARTICLES OF INCORPORATION

4.01 The Articles of Incorporation of West Bellfort, existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation, except the second paragraph in Article IV of the Articles of Incorporation of the Surviving Corporation shall be amended to read as follows:

To enforce, supervise, put into effect and otherwise carry out the restrictions contained in: (i) the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Four (4), Fondren Southwest Northfield, Section Five (5), Fondren Southwest Northfield Patio Homes, Section One (1) and Fondren Southwest West Bellfort Patio Homes, Section One (1) filed of record in the Official Public Records of Real Property of Harris

County, Texas, under County Clerk's File No. P788270; and (ii) the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Three (3) filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. P712217 and to the properties in such other subdivisions as may be brought within the jurisdiction of the Corporation.

V.
BYLAWS

5.01 The By-Laws of West Bellfort, shall be the By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein or by law, except, Article II, Section 1 is amended to read as follows:

The terms "Owner", "Fully Assessed Lot", "Developer", "Member" shall have the same meaning in this Article II and III as they are defined in: (i) the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Four (4), Fondren Southwest Northfield, Section Five (5), Fondren Southwest Northfield Patio Homes, Section One (1) and Fondren Southwest West Bellfort Patio Homes, Section One (1) filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. P788270 (hereinafter, as amended, referred to as "West Bellfort Declaration"); and (ii) the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Fondren Southwest Northfield, Section Three (3) filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. P712217 (hereinafter referred to as "Northfield Declaration"). Further, the term "Declaration of Covenants" herein shall mean the Northfield Declaration and the West Bellfort Declaration.

VI.
RIGHT TO TERMINATE

6.01 This Plan of Merger may be terminated and the merger herein provided for abandoned at any time prior to the filing of the Articles of Merger of the Surviving Corporation with the Secretary of State of Texas:

- (a) By mutual consent of the Board of Directors of the corporations.
- (b) At the election of Boards of Directors of either corporation if:

- (i) The number of members of either corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either such Board of Directors, inadvisable or undesirable.
 - (ii) Any material litigation or proceeding shall be instituted or threatened against either of the corporations, or any of its assets, which, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (iii) Any legislation shall be enacted which, in the opinion of either such Board of Directors, renders the merger inadvisable or undesirable.
 - (iv) Between the date of this Plan of Merger and the effective date of the merger, there shall have been, in the opinion of either such Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either corporation.
- (c) At the election of the Board of Directors of either corporation if, without the prior consent in writing of the other corporation, either corporation shall have:
- (i) Created or issued any indebtedness for borrowed money.
 - (ii) Entered into any transactions other than those involved in carrying on its business in the usual manner.

6.02 In the event an election is made to terminate this Plan of Merger and abandon the merger provided for herein:

- (a) The President or any Vice President of the corporation whose Board of Directors has made such election shall give written notice thereof to the other corporation.
- (b) Upon the giving of such notice as provided in Subsection (a), this Agreement shall terminate and the proposed merger be abandoned and, except for payment of its own costs and expenses incident to this Plan of Merger, there shall be no liability on the part of either constituent corporation as a result of such termination and abandonment.

VII. **NOTICE**

7.01 Any notice or other communication required or permitted hereunder shall be properly given when: actually delivered by hand; deposited in the United States Mail for transmittal by certified or registered mail, postage prepaid, and:

- (1) in the case of Northfield, to Planned Community Management, Inc., 15995 N. Barker's Landing, Suite 162, Houston, Texas 77079, or to such other person or address as Northfield may from time to time furnish to West Bellfort; and

- (2) in the case of West Belfort, to Planned Community Management, Inc., 15995 N. Barker's Landing, Suite 162, Houston, Texas 77079, or to such other person or address as West Belfort may from time to time furnish to Northfield.

VIII.
MISCELLANEOUS

8.01 This instrument and any exhibits hereto contain the entire Plan of Merger between the parties with respect to the transaction contemplated hereby. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

8.02 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, the state in which this Agreement is being executed.

581-75-6222

EXECUTED on the dates set forth below to be effective on the 26th day of August, 2003.

WEST BELLFORT PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation

By: [Signature]
Name: Etan Mirwis
Title: President
Date: 8-26-03, 2003

NORTHFIELD SECTION THREE PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation

By: [Signature]
Name: BARBARA HITE
Title: PRESIDENT
Date: 08-26-03, 2003

2004-08-26-03

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 hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

FEB 11 2004



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS