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DEERPOINTE
PROTECTIVE COVENANTS

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS;

That NEWPORT ESTATES JOINT VENTURE, a joint venture composed of Sigma Associates, Inc., a Texas Corporation and Chemsult Ventures, Inc., a Delaware Corporation, (hereinafter called "Newport Estates Joint Venture"), as the owner of that certain tract of land containing 43.70391 acres hereinafter described, subdivided said tract of land into a subdivision known as Deerpointe, Section One, as set forth and described on the map or plat thereof (hereinafter called the "Map") approved as required by law, and recorded in Volume 286, Page 103, of the Map Records of Harris County, Texas, to which reference is here made for all purposes. In order to provide for and insure a common plan and scheme for the development, sale, and use of the several lots into which said hereinafter described lands were subdivided, Newport Estates Joint Venture does hereby establish, adopt, promulgate, impress and impose the following reservations, conditions, covenants, restrictions and liens, upon the following described lands (herein called "Deerpointe, Section One"), said lands being the same lands subdivided on and pursuant to the Map, to wit:

Being a tract or parcel of land containing 15.729 acres located in the William Wilson Survey, A-838, and the Humphrey Jackson Survey, A-37, Harris County, Texas, more particularly being a portion of that certain 43.70391 acre tract conveyed to Newport Estates Joint Venture by instrument of record under File No. F-724771, Film Code Reference No. 103-90-0653, Official Public Records of Real Property, Harris County, Texas, and said 15.729 acre tract being more particularly described by metes and bounds as follows:

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HARRIS COUNTY, TEXAS

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BEGINNING at the northwesterly corner of the aforementioned 43.70391 acre tract, said point being in the south line of that certain San Jacinto River Authority East Canal easement by instruments of record in Volume 1294, Page 256 and Volume 1635, Page 607, Deed Records, Harris County, Texas;

THENCE, with the common line of said 43.70391 acre tract and said easement, the following six (6) courses;

1. South 71° 29' 37" East, 25.96 feet to a point for corner;
2. South 75° 30' 37" East, 150.00 feet to a point for corner;
3. North 14° 29' 23" East, 30.00 feet to a point for corner;
4. South 75° 30' 37" East, 40.00 feet to a point for corner;
5. North 14° 29' 23" East, 15.00 feet to a point for corner;
6. South 75° 30' 37" East, 469.06 feet to a point for corner;

THENCE, leaving said common line, South 12° 24' 26" West, 92.78 feet to a point for corner;

THENCE, South 21° 41' 40" West, 33.39 feet to a point for corner;

THENCE, South 11° 26' 04" West, 97.11 feet to a point for corner;

THENCE, South 00° 48' 21" East, 158.22 feet to a point for corner;

THENCE, South 26° 13' 08" West, 186.47 feet to a point for corner;

THENCE, South 30° 38' 35" West, 201.77 feet to a point for corner;

THENCE, South 34° 36' 06" West, 130.96 feet to a point for corner;

THENCE, South 38° 42' 32" West, 117.18 feet to a point for corner;

THENCE, South 71° 06' 50" West, 94.48 feet to a point for corner;

THENCE, South 01° 15' 14" West, 108.78 feet to a point for corner;

THENCE, South 14° 33' 29" West, 120.78 feet to a point for corner;

THENCE, South 34° 34' 37" West, 20.92 feet to a point for corner in the northerly line of that certain 50-foot wide Pennzoil Pipeline easement of record under Film Code Reference No. 141-31-0572, Official Public Records of Real Property, Harris County, Texas;

THENCE, with the northerly line of said 50-foot wide easement, North 66° 21' 57" West, 396.76 feet to a point for corner in the easterly line of Golf Club Drive (100.00 feet wide), said point also being in the westerly line of the aforementioned 43.70391 acre tract;

THENCE, with the common line of Golf Club Drive and said 43.70391 acre tract, the following three (3) courses;

1. Along the arc of a non-tangent curve to the left whose radius bears North 68° 03' 29" West, said curve being subtended by a Central Angle of 12° 56' 31", having a Radius of 2050.00 feet, and an Arc Length of 463.05 feet to a point of tangency;

2. North 09° 00' 00" East, 367.10 feet to the beginning of a curve;

3. Along the arc of a tangent curve to the left, said curve being subtended by a Central Angle of 90° 51' 11", having a Radius of 2050.00 feet, and an Arc Length of 352.53 feet to the POINT OF BEGINNING and containing 15.729 acres of land.

I.

RESERVATIONS

Section 1.1. Reservations Made The Map dedicates for public use as such the streets, alleys, parks and easements, if any, shown thereon and there was reserved and is hereby expressly reserved in Newport Estates Joint Venture the following rights, titles and easements, which reservations shall be referred to and made a part of and construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Newport Estates Joint Venture conveying DEERPOINTE, SECTION ONE, or any part thereof, to wit:

- (a) The legal and fee simple title in and to each and all of the several streets and drives as shown on the Map

is hereby reserved in Newport Estates Joint Venture subject to the limited dedications herein and on the Map expressed.

(b) Newport Estates Joint Venture reserves the exclusive right (i) to construct and operate in, over, upon, along and under said streets and drives a transportation system or systems; and (ii) to cause to be erected and maintained therein and thereon wires and poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone line or lines and connections; and (iii) to construct, lay, and maintain in, along, and under any and all of said streets, and drives and along easements provided therefor, all pipes, conduits and appurtenances necessary and proper for the construction and maintenance of a system of drainage and a system of sewage and for the supply of water (retaining also the right to grant or to deny to areas beyond DEERPOINTE, SECTION ONE, connection privileges to said drainage, sewage or water systems), gas, light and power, telegraph and telephone service to and for said DEERPOINTE, SECTION ONE, and the inhabitants thereof and for all other purposes incident to the development and use of said property as a community unit.

(c) Newport Estates Joint Venture reserves the necessary easements and rights-of-way for the purpose of constructing and maintaining and repairing a system or systems of light, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Newport Estates Joint Venture sees fit to install across said lands situated in DEERPOINTE, SECTION ONE.

(d) Newport Estates Joint Venture reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the subdivision utilities and other subdivision improvements.

(e) The above reservations will not prevent entry by any municipal authority or utility company or their successors or assigns, upon said easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of light, electric power, telephone and telegraph line or lines, gas, sewers or any other utility Newport Estates Joint Venture sees fit to have installed across the lands situated in DEERPOINTE, SECTION ONE, and such right upon the part of any such municipal authority or utility company is hereby expressly recognized.

(f) Neither Newport Estates Joint Venture nor any municipal authority nor any utility company using the easements and rights-of-way herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or any other property of the owner situated on the land burdened by said easements.

(g) The title conveyed by Newport Estates Joint Venture to any lot, tract or parcel of land in DEERPOINTE, SECTION ONE, by contract, or deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Newport Estates Joint Venture, its agents or assigns, through, along, or upon said premises or any part thereof to serve said property or any other portions of DEERPOINTE, SECTION ONE, or any part of "NEWPORT", as said term is hereinafter defined, and the right to sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Newport Estates Joint Venture.

II.
RESTRICTIONS

Section 2.1. Restrictions Imposed. For the purpose of creating and carrying out a uniform plan for the improvement and sale, use and enjoyment of DEERPOINTE, SECTION ONE, Newport Estates Joint Venture being the sole owner of all property located in DEERPOINTE, SECTION ONE, does hereby restrict as herein stated the use and the development of all the lots of land located in DEERPOINTE, SECTION ONE, described or designated on the Map with an arabic number in a numbered block of such lots (such lots being hereinafter collectively called "Lots", and any one of the Lots being hereinafter called a "Lot"), for the purposes of enhancing and protecting the value, desirability and attractiveness of the land, which restrictions shall run with title to the Lots and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

TERM

Section 2.2. Term. These restrictions, covenants and liens shall be effective until July 1, 2028, at which time, unless terminated in the manner set forth in Section 2.3 below, these restrictions, covenants and liens shall be automatically extended for successive periods of ten years each until terminated in the manner set forth in Section 2.3 below, with the first such ten year period commencing, July 1, 2028, and ending on June 30, 2038.

Section 2.3. Amendment, Annulment and Modification. Any one or more of the restrictions and covenants herein contained may be annulled, amended or modified at any time by, but shall be deemed to have been annulled, amended or modified only upon, the recordation of an instrument in writing setting

forth such annulment, amendment or modification and executed by the then record owner or owners (as shown by the official Public Records of Real Property of Harris County, Texas, at the time of the filing of such instrument) of seventy-five (75%) percent of the real property comprising DEERPOINTE, SECTION ONE, (computed upon a square foot basis).

Section 2.4. Land Use. All Lots designated with an arabic number on the Map of DEERPOINTE, SECTION ONE, shall be used for single family residential purposes only. As used herein, the term "residential purposes" shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; provided, however, nothing contained herein shall be construed to prevent Newport Estates Joint Venture from erecting and maintaining or authorizing the erection and maintenance of structures and signs for the development and sale of the property situated in DEERPOINTE, SECTION ONE, while the same or any part thereof is owned by Newport Estates Joint Venture, or its successors to whom such permission is granted by the Corporation. Additionally, all Lots shall be used only as set forth and classified herein or on the Map and such designated usage can be changed only by and with the approval of the "Architectural Committee" (defined in Section 3.1 hereinafter).

Section 2.5. Definitions of House and Residence. The terms "house" or "residence" as used herein with regard to building setback lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

Section 2.6. Land Improvement. All Lots in DEERPOINTE, SECTION ONE, designated on the Map with an arabic *

number shall be improved, occupied and used according to the provisions of the following land improvement classification:

Classification RS-2-2300 Residential - Single Family - One Story or Two Story -

and such Lots are hereby restricted as to the use and improvement thereof as follows:

(a) Only one single family residence shall be constructed upon each Lot designated with this classification; however, this shall not prohibit the construction of a residence on a portion of two or more Lots as shown on the Map, provided such tract constitutes a "homesite" under Paragraph 2.6(b) hereinbelow.

(b) Parts of two or more adjoining Lots facing the same street in the same block may be designated as one "homesite" provided the frontage of a homesite shall not be less than the shortest frontage of the Lots in the same block facing the same street.

(c) Any residence erected on a Lot, designated with this classification, shall be limited to two stories in height. A single story is defined as any floor level which lies at an elevation of not less than five (5) feet above any other floor level within the same residence.

(d) Any one-story residence constructed on any Lot designated with this classification shall contain not less than Twenty-three Hundred Square Feet (2300 Sq. Ft.) of fully enclosed floor area devoted to living purposes. If a single family residence shall be two-story, the residence shall contain not less than Twenty-six Hundred Square Feet (2,600 Sq. Ft.) of fully enclosed floor area devoted to living purposes. Floor area as used in this paragraph 2.6(d) shall be exclusive of roofed or unroofed porches, terraces, garages,

carports, galleries, porte cocheres and any other permitted out-buildings, and shall further be computed from the faces of the exterior walls enclosing such floor area.

(e) The Architectural Committee hereinafter designated shall have the authority to make additional regulations and requirements as to the height and size of all buildings and structures within this classification, including without limitation, fences, walls, eaves, trellises, copings and other such surfaces, projections and appendages as will visibly affect the appearance of said buildings and structures.

(f) As hereinafter provided, all permits and/or approvals for the construction of improvements upon property designated with this classification shall be issued only after a thorough review of a complete and detailed set of construction plans of the proposed buildings by the Architectural Committee and no construction shall commence upon any lot, tract or parcel designated with this classification unless and until the receipt of written approval by the Architectural Committee shall have been effected. Plans and specifications submitted to the Architectural Committee for approval shall include, without limitation, the following:

(1) Site development plan, including drives, paths, fences, decks, patios and all proposed improvements in connection with such building.

(2) Landscaping plan, to include all trees, bushes, shrubbery, planting and other proposed landscaping.

(3) Complete and detailed construction plans and specifications, to include without limitation, all exterior elevations, materials to be used, exterior colors to be used, plot plans and improvement locations.

(g) There shall be constructed upon each Lot in DEERPOINTE, SECTION, designed with this classification a minimum of two (2) enclosed automobile parking stalls of at least eight (8) feet in width and eighteen (18) feet in length each. Said required parking stalls and any other parking stall or stalls shall be constructed entirely within the building setback lines hereinafter prescribed.

Section 2.7. Approval to Build. No construction or erection of improvements of any kind upon any land, including without limitation, each Lot contained in DEERPOINTE, SECTION ONE, shall ever be commenced until the written approval of the Architectural Committee shall have been received. Pursuant thereto, the Architectural Committee shall not be required to take action unless and until three (3) sets of the plans and specifications required herein shall have been submitted to and approved or deemed to have been approved by the Architectural Committee.

Section 2.8. Building Setback lines. No building or other improvement erected upon any land contained in DEERPOINTE, SECTION ONE, shall ever be so erected or constructed over or across the front, side or rear building setback lines as set forth and described on the Map; provided, however, if the Map does not set forth and describe front, side and rear setback lines with respect to any Lot contained in DEERPOINTE, SECTION ONE, herein restricted to single family residential purposes only then, as to such Lot(s), the front setback line shall be thirty (30) feet, the side setback lines shall be ten (10) feet and the rear setback line shall be thirty (30) feet, unless there is a detached garage, in which instance there shall be a ten (10) foot rear setback line for said detached garage. Unless otherwise approved by the Architectural Committee, each main single family residence shall face the front of the lot.

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each Lot shall at his own cost, furnish, own and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's Lot. For so long as underground service is maintained in DEER-POINTE, SECTION ONE, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current. The electric company has installed or will install the underground electric distribution system in DEERPOINTE, SECTION ONE, at no cost to Newport Estates Joint Venture (except for certain conduits, where applicable) upon Newport Estates Joint Venture's representation that DEERPOINTE, SECTION ONE, is being developed in accordance with Sections 2.4, 2.5 and 2.6 hereof, and that all Lots together with any improvements erected thereon by Newport Estates Joint Venture are held for sale by Newport Estates Joint Venture to bona fide purchasers. Therefore, should the provisions hereof be lawfully changed so that dwellings of a different type will be permitted in DEERPOINTE, SECTION ONE, the electric company shall not be obligated to provide electric services to a Lot where a dwelling of a different type is located unless (a) Newport Estates Joint Venture has paid to the electric company an amount representing the excess of cost, for the entire DEERPOINTE, SECTION ONE, or (b) the owner of each Lot, or the applicant for service, shall pay to the

electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to service such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electrical facility serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

Section 2.12. Temporary Structures and Outbuildings.

No structure of a temporary character, basement, tent, shack, trailer, camper, mobile home (even if affixed to realty), garage or any other outbuilding shall ever be used on any land contained in DEERPOINTE, SECTION ONE, at any time as a permanent or temporary residence, dwelling, building or other structure, except under a temporary written permit which may be granted, for a specific time period, in the discretion of the Architectural Committee. Further, no such structure of a temporary character, basement, tent, shack, trailer, camper, mobile homes (even if affixed to realty), garage or other outbuilding shall ever be placed on or erected upon any land contained in DEERPOINTE, SECTION ONE, provided, however, that the Architectural Committee may grant permission for such temporary buildings or structures to be so erected for the sole purpose of storing materials during the construction of permanent buildings and other improvements upon any of the lands in DEERPOINTE, SECTION ONE, and such temporary facilities may be constructed as are necessary while selling residences. No garage or outbuilding ever erected upon any land situated in DEERPOINTE, SECTION ONE, shall ever be used as a residence or living quarters.

Section 2.13. Construction Periods. All construction, altering and remodeling of any building or other improvement upon any land situated in DEERPOINTE, SECTION ONE, shall be pursued diligently from the commencement thereof until the completion thereof.

Section 2.14. Lot Grading and Filling. All grading of lands in DEERPOINTE, SECTION ONE, shall be approved in advance by the Architectural Committee and no lands in DEERPOINTE, SECTION ONE may be filled to a point higher than the highest natural point of elevation upon such land.

Section 2.15. Nuisances; Appearance of Lots; Removal of Trees. No noxious, unhealthful, unsanitary or other offensive activities, whether for profit or not, shall ever be carried on or permitted to exist upon any Lot in DEERPOINTE, SECTION ONE, nor shall anything be done or permitted to be done upon any Lot which may be or become an annoyance or nuisance to the other owners of any other lands situated in DEERPOINTE, SECTION ONE. No trash, ashes, rubbish, garbage or any other refuse shall ever be thrown, dumped, maintained or otherwise allowed to exist upon any Lot situated in DEERPOINTE, SECTION ONE, except for such reasonable periods of time, not to exceed seven (7) days, pending proper removal or disposal thereof and all such wastes prior to proper removal or proper disposal thereof shall be kept in proper containers constructed of metal, plastic or masonry materials with proper covers and lids. All incinerators or other equipment for the disposal or storage of such matter shall be kept and maintained in a clean, sanitary condition, and all incinerators and other apparatus used for the disposal of such waste shall be approved by the Architectural Committee before installation and initial use. All lands situated in DEERPOINTE, SECTION ONE, shall at all times be kept and maintained in a clean, healthful,

sightly and wholesome condition. The restrictions contained in this Section 2.15 shall not be applicable in regard to normal sales activities conducted by Newport Estates Joint Venture and by homebuilders in order to sell homes in Deerpointe, Section One, nor to the lighting effects utilized to display model homes. All service yards, woodpiles and storage piles shall be walled in or kept screened by adequate solid fencing or walls in such manner as to conceal them from view from adjacent Lots and roadways. No tree shall ever be removed from any Lot in DEERPOINTE, SECTION ONE, without obtaining the prior consent of the Architectural Committee.

Section 2.16. Boat and Trailer Storage. No truck trailer, boat, boat trailer, travel trailer, camp trailer, house trailer, mobile home (even if affixed to realty) or other similar property shall ever be stored on any Lot or parked on any street or driveway contained in DEERPOINTE, SECTION ONE, for a period longer than forty-eight (48) hours without the prior written approval of the Architectural Committee.

Section 2.17. Radio and Television Antenna. Television antennas may be attached to a residence; however, the antenna's location shall be restricted to the rear of the residence and below the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street. Property owners may apply for a variance in location, or for approval of other aerial devices, by submitting a plan showing the location and type of materials to the Architectural Committee for approval.

Section 2.18. Laundry. The drying of cloths in full public view is prohibited. All apparatus maintained for the purpose of drying wash shall be erected only in those areas

approved for such use by the Architectural Committee, except that a folding drying rack not more than four (4) feet in height may be placed at the rear of any Lot in DEERPOINTE, SECTION ONE, and shall be stored when not actually being used. Further, the owners and occupants of Lots situated at the intersection of streets or adjacent to parks, playgrounds or other public facilities where the rear yard portion of the Lot is visible to full view shall construct and maintain a drying yard or other suitable enclosure to screen outdoor drying cloths.

Section 2.19. Pets and other Animals. No livestock of any kind shall ever be staked or pastured, and no cattle, hogs, rabbits, poultry or other livestock shall ever be kept or maintained upon any Lot in DEERPOINTE, SECTION ONE, except for dogs, cats and other bona fide household pets which do not make objectionable noise or constitute a nuisance, health or safety hazard or inconvenience to any owner of other adjacent Lots in DEERPOINTE, SECTION ONE. Notwithstanding the foregoing, no raising, breeding, training or dealing in dogs, cats or other animals shall ever be permitted on or from any Lot situated in DEERPOINTE, SECTION ONE. Horseback riding shall be limited to equestrian trails, if any, which shall have been approved by Diamondhead Corporation, a Delaware corporation, or its successor designated by it to exercise such approval right. No horses shall be stabled on any Lot.

Section 2.20. Signs. No signs, billboards, posters or advertising devices of any character shall ever be erected upon or allowed to exist upon any Lot in DEERPOINTE, SECTION ONE, without the express prior written consent of the Architectural Committee; provided, however, this covenant shall not apply to Newport Estates Joint Venture, or to the successors in title to Newport Estates Joint Venture engaged in the

construction and sale of residences in DEERPOINTE, SECTION ONE. Newport Estates Joint Venture, or its assigns, will have the right to remove any sign, advertisement, or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising with regard to such removal.

Section 2.21. Oil, Gas and Other Mineral Drilling or Exploration. No oil, gas or other mineral exploration or development operations, including without limitation, seismicographic exploration, drilling, refining, mining, quarrying, tunneling, excavating, tank or pipeline construction and erection or any other similar activity or activities connected with mineral exploration or development shall ever be conducted or carried on upon any land in DEERPOINTE, SECTION ONE.

Section 2.22. Fences and Boundary Plantings. Except as limited further hereinafter, no wall, coping or fence exceeding six (6) feet in height measured from the adjoining ground surface inside any such wall, coping or fence may ever be erected or maintained upon any Lot in DEERPOINTE, SECTION ONE; and no boundary plantings exceeding eight (8) feet in height, except trees with single trunks, shall ever be planted, permitted or maintained upon or along any side and/or rear boundary line of any Lot in DEERPOINTE, SECTION ONE. No wall, coping, fence or boundary planting shall ever be constructed, planted, maintained or otherwise allowed to exist upon any lands in DEERPOINTE, SECTION ONE, which shall interfere with the vision of the operators of motor vehicles.

Section 2.23. Lot Maintenance. The owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and

shall in no event use any Lot for storage of materials and equipment except for normal residential requirement or incident to construction of improvements thereon as herein permitted. The owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure to screen the following from public view: yard equipment and storage piles, which are incident to the normal residential requirements of a typical family. Equipment for the storage or disposal of construction materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

III. ARCHITECTURAL COMMITTEE

Section 3.1. Organization. The Architectural Committee shall be composed of two (2) members. One member to be appointed by Diamondhead Corporation, a Delaware Corporation, and one member to be appointed by Sigma Associates, Inc. The initial committee shall be composed of:

Wayne F. Sramek

William C. Jameson

Any vacancy which shall occur shall be filled by the respective Corporations. The Architectural Committee may appoint advisory members or committees from time to time to advise it on matters pertaining to DEERPOINTE, SECTION ONE. *

Section 3.2. Duties of Architectural Committee. The Architectural Committee shall perform and discharge or shall cause to be performed and discharged all those matters which are set forth in this instrument to be performed by the Architectural Committee.

Section 3.3. Approval of Plans and Specifications. No building shall be erected, placed or altered on any land in DEERPOINTE, SECTION ONE, until all plans and specifications have been presented to the Architectural Committee and approved by the Architectural Committee within forth (40) days from the receipt thereof. Should no action have been taken by the Architectural Committee within such forth (40) days, then and in such event all such plans and specifications presented to the Architectural Committee shall be deemed to have been approved, unless the Architectural Committee shall give written notice prior to the expiration of such forty (40) days to the party presenting such plans and specifications that more than forty (40) days are required to review such plans and specifications, whereupon approval or disapproval of such plans and specifications shall be evidenced solely by written notice communicating approval or disapproval to the party presenting such plans and specifications. Upon approval or disapproval of such plans and specifications by the Architectural Committee, two sets of said plans and specifications showing the approval or disapproval of the Architectural Committee thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Architectural Committee.

Section 3.4. Right to Disapprove Plans and Specifications. The Architectural Committee shall have the right to disapprove any plans and specifications submitted to it in the event such plans and specifications are not in accordance with

all of the provisions of this instrument, if the design or color schemes of the proposed building or other structure are not in harmony with the general surroundings of the lands in DEERPOINTE, SECTION ONE, or with the adjacent building or structures, if the plans and specifications are incomplete, or in the event the Architectural Committee deems the plans, specifications or details of the building or structure depicted thereon, to be contrary to the interest, welfare or rights of all or any part of the owners of the lands adjacent thereto, all in the sole discretion of the Architectural Committee whose decision shall be final. Notwithstanding anything of the foregoing, neither Newport Estates Joint Venture, the Architectural Committee nor any architect or agent thereof or of Newport Estates Joint Venture shall ever be in any way responsible for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

Section 3.5. Right to Allow Variances. The Architectural Committee shall have power to and may allow reasonable variances and adjustments to the restrictions set forth herein in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof; and provided further, that in every instance such variance or adjustment will not be materially detrimental or injurious to the property or improvements situated in DEERPOINTE, SECTION ONE.

IV.
NEWPORT YACHT AND COUNTRY CLUB, INC.
AND/OR
NEWPORT PROPERTY OWNERS ASSOCIATION, INC.

Section 4.1. Assessment Imposed. Each purchaser of a Lot in DEERPOINTE, SECTION ONE, shall by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Newport Estates Joint Venture or a subsequent owner of such Lot or Lots bind himself, his heirs, personal representatives and assigns to pay all charges and assessments as shall be determined and levied upon such Lot and/or purchaser by Newport Yacht and Country Club, Inc. and/or Newport Property Owners Associations, Inc., (hereinafter sometimes referred to as the "Organizations") including interest on such charges and assessments and collection costs thereof, if any, including attorney's fees; and the obligation to pay such charges, assessments, interest and costs shall be secured by a continuing express lien (which is hereinafter imposed) upon and shall constitute an obligation running with title to the land, and also shall be the personal obligation of the person who was the owner of such Lot at the time when the assessment became due.

Section 4.2. Enforcement of Liens. All liens herein provided for shall be enforceable by appropriate legal proceedings, in the manner provided by law. No proceedings for enforcement of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.

Section 4.3. Priority of Liens. Liens of first mortgages placed upon any of the property in DEERPOINTE, SECTION ONE, for the purpose of constructing a residence or other improvement thereon and recorded in accordance with the

laws of the State of Texas, shall be from the date of such recordation superior to any and all liens provided for herein. Diamondhead Corporation shall, if requested, execute further instruments to subordinate any and all liens provided for herein to such liens of first mortgages. Diamondhead Corporation may, at its option, by appropriate written instrument recorded in accordance with the laws of the State of Texas, subordinate or waive any and all liens provided for herein.

Section 4.4. Assessment Exemption. Notwithstanding anything in the foregoing portion of this Article IV, no monthly maintenance charge shall ever be due or owing by Newport Estates Joint Venture (or by its successors in title to the Lots provided such successors are engaged generally in the construction of residential dwellings and particularly in such construction on one or more of the Lots) by virtue of being the owner of any Lot, unless a house is constructed thereon and shall become occupied for any residential purpose, in which case the monthly assessment shall become due and payable upon use thereof for such residential purposes.

Section 4.5. Lien Imposed. Subject to the exceptions set forth above in this Article IV, said monthly maintenance charges herein imposed, together with all collection expenses and attorney's fees incurred in connection therewith shall be secured by an express contractual lien which is hereby expressly created and imposed upon each and every Lot in DEERPOINTE, SECTION ONE, and every conveyance of any or all of the Lots situated in DEERPOINTE, SECTION ONE, hereafter made shall be made subject to such contractual lien as herein provided. Such monthly maintenance charges and other sums shall be paid by each and every Lot owner at the time, in the manner and at such place as Newport Yacht and County Club, Inc., its successors or assigns, shall from time to time

designate and said express contractual liens are hereby transferred and assigned to Newport Yacht and Country Club, Inc. Said Newport Yacht and Country Club, Inc. or Diamondhead Corporation, or their successors and assigns, shall have the power and authority to enforce collection of, collect, hold, administer and expend any and all monies, paid or to be paid pursuant hereto and to carry out the purposes hereof.

Section 4.6. Future Expansion of "Newport". There are other sections of "Newport" as such term is defined in the Declaration of Reservations, Covenants and Liens of Newport, Section One, filed for record in the Office of the County Clerk of Harris County, Texas, on April 18, 1973, under File No. D854348, and recorded under Film Code Reference No. 160-27-0164 in the Official Public Records of Real Property of Harris County, Texas, to which and its record reference is here made for such definition, previously developed by Diamondhead Corporation, and on which like maintenance charges are imposed upon the lots therein, and in the event other portions of Newport are hereafter developed by Diamondhead Corporation and a like maintenance charge for similar purposes is placed and imposed upon the lots, tracts and parcels therein, then the maintenance charge collected from said several portions of Newport, may be pooled, merged and combined into and with the monthly maintenance charges set forth herein and all such monies may be pooled, merged and combined with the general funds of Diamondhead Corporation.

Section 4.7. Term of Assessment. The monthly maintenance charge and liens securing the same for which are herein provided shall remain in effect and shall be collectible until the restrictions, covenants and liens set forth herein shall have expired according to the provisions hereinabove set forth.

V.
PENEDIES FOR VIOLATIONS

Section 5.1. General. All restrictions, covenants and liens herein contained shall be applicable to and binding upon all of the Lots and where stated also the other lands in DEERPOINTE, SECTION ONE, and the owners thereof, irrespective of the source of title of such owners, and all breaches thereof, if continued for a period of in excess of thirty (30) days from and after the date Newport Estates Joint Venture, Diamondhead Corporation or any other property owner or owners shall have notified in writing the owner or resident in possession of the land upon which or as to which such breach has been committed to refrain from the continuance of such action and to correct such breach, shall warrant Newport Estates Joint Venture, Diamondhead Corporation, or other land owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorney's fees, shall be reimbursed by said land parcel owner against whom such suit was so prosecuted. 0

Section 5.2. Continual Validity. Notwithstanding anything in the foregoing Section 5.1., no violation of the restrictions and covenants herein set forth or foreclosure of the contractual liens created herein shall in any way defeat or render invalid the lien of any deed of trust or mortgage made in good faith for value as to any lands or portion thereof situated in DEERPOINTE, SECTION ONE, but such restrictions, covenants and vendor's liens shall be enforceable against and apply to all and each portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure and all remedies herein set forth shall be available

and enforceable for any violation of the restrictions, covenants or contractual liens herein contained, occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

VI.
MISCELLANEOUS

Section 6.1. Acceptance of Declaration. Each purchaser and grantee of the lands and each part thereof subject to the restrictions, covenants and liens set forth herein, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all the restrictions, covenants and liens herein contained, as well as the rights and powers of Newport Estates Joint Venture and by such acceptance shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Newport Estates Joint Venture, and to and with the owners and subsequent grantees of all the lands and each portion thereof situated in DEERPOINTE, SECTION ONE, to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens all as set forth herein.

⁰ Section 6.2. Non-waiver. No delay or omission on the part of Newport Estates Joint Venture or the owner or owners of any lands situated in DEERPOINTE, SECTION ONE, in exercising or enforcing any lien, right, power or remedy, herein provided for in the event of any breach of any of the restrictions and covenants herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Newport Estates Joint Venture for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of such breach, or for imposing herein restrictions and covenants and liens which may be unenforceable.

Section 6.3. Remedies Cumulative. The various rights and remedies of Newport Estates Joint Venture and the owners of the lands in DEERPOINTE, SECTION ONE, as heretofore set out are and shall be cumulative of, and in addition to each other and those provided by law. All of them may be used, relied upon, resorted to and enforced without any way affecting the ability of Newport Estates Joint Venture or said property owners to use, rely upon, resort to and enforce the others, or any of them.

Section 6.4. Number and Gender. All words used herein the singular number shall extend to and include the plural; all words used in any gender shall extend to and include all genders; all unless the particular context in question shall specifically provide otherwise.

Section 6.5. Caption. The captions of the various paragraphs hereof are for convenience only and are not a part hereof and do not in any way limit or amplify the terms of provisions hereof.

Section 6.6. Cancellation of Prior Restrictions. All restrictions, covenants, conditions, liens and assessments imposed upon Deerpointe, Section One under and pursuant to the terms of the "Deed" (defined in Section 6.7 below) are hereby in all respects cancelled and terminated in so far as the same apply to Deerpointe, Section One.

Section 6.7. Copies Hereof to be Provided By Newport Estates Joint Venture. Newport Estates Joint Venture agrees to provide to the parties which purchase each Lot from Newport Estates Joint Venture and to the parties who initially purchase the first residential dwelling constructed upon each Lot a copy of this instrument and agrees to obtain a written receipt from all such parties stating that Newport Estates* Joint Venture has so provided them with a copy of this instrument.

Section 6.F. Joinders.

(a) Diamondhead Corporation, a Delaware corporation (hereinafter called "Diamondhead"), pursuant to and in accordance with the terms and provisions of that certain Deed dated April 5, 1978 (the "Deed"), from Diamondhead, as grantor, to Sigma Associates, Incorporated, as grantee, filed for record in the office of the County Clerk of Harris County, Texas under File No. F577147, and recorded under Film Code Reference No. 193-15-2085 in the Official Public Records of Real Property of Harris County, Texas, joins in the execution of the foregoing Protective Covenants for Deerpointe, Section One, for the following purposes:

1. to evidence its consent and agreement to the foregoing protective covenants for Deerpointe, Section One,
2. to evidence its consent and agreement that the restrictive covenants attached to and made a part of the Deed are superceded by the foregoing protective covenants of Deerpointe, Section One, and are no longer in force and effect with respect to the Lots, and
3. to evidence its consent to and approval of the Map.

(b) The United States National Bank of Galveston, a national banking association domiciled in Galveston, Galveston County, Texas, being a present owner and holder of an indebtedness secured by the lands contained in Deerpointe, Section One, as evidenced by that certain Deed of Trust with Security Agreement and Assignment of Rents dated June 30, 1978, executed by Newport Estates Joint Venture, to J. Grant Byus, Trustee, filed for record in the office of the County Clerk of Harris County, Texas, under File No. F-724772, and recorded under Film Code Reference No. 103-90-0658 in the Official

Public Records of Real Property of Harris County, Texas, joins in the execution of this instrument (i) to evidence its consent and agreement to the cancellation of the restrictions, covenants, conditions, liens and assessments imposed upon Deerpointe, Section One under the pursuant to the Deed, and (ii) to evidence its consent and agreement to the imposition of the restrictions, covenants, conditions, liens, and assessments upon Deerpointe, Section One contained in this instrument and (iii) to evidence that the lien, security interest and assignment granted by said Deed of Trust with Security Agreement and Assignment of Rents is henceforth subject and subordinate to the restrictions, conditions, covenants, liens and assessments imposed upon the Lots as set forth herein.

WITNESS our hands at Houston, Texas, on this 28th day of August, 1979.

NEWPORT ESTATES JOINT VENTURE,
a joint venture

By: Sigma Associates, Inc.

by William O. Jameson
President

ITS MANAGING VENTURER

ATTEST:

Paul D. Kurtz
Secretary
Paul D. Kurtz

EXECUTED on this the 31st day of September, 1979.

ATTEST:

Kayne E. Frankel
Secretary
Kayne E. Frankel

(SEAL)

Kayne E. Frankel

DIAMONDHEAD CORPORATION

By Jack A. Fuchs
Vice President

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

139-93-2479

EXECUTED on this 13th day of September, 1979.

THE UNITED STATES NATIONAL
BANK OF GALVESTON

By

Charles N. Avery, III
Charles N. Avery, III
Executive Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared William C. Jameson, President of SIGMA ASSOCIATES, INC., the Managing Venturer of NEWPORT ESTATES JOINT VENTURE, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, in its capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of August, 1979.

My Commission Expires:

May 4, 1981

Sharon D. Sturges
Notary Public in and for
Harris County, Texas

THE STATE OF Texas §
COUNTY OF Harris §

BEFORE ME, the undersigned authority on this day personally appeared Jack A. Jameson, Vice President of DIAMONDHEAD CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 1979.

My Commission Expires:

May 4, 1980

Sharon D. Sturges
Notary Public in and for
Harris County, Texas

139-93-2480

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared Charles N. Avery, III, Executive Vice President of THE UNITED STATES NATIONAL BANK OF GALVESTON, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of September, 1979.

Sharon Marshall
Notary Public in and for
Galveston County, Texas
Sharon Marshall

My Commission Expires:
2/16/81



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

SEP 24 1979



Quita Lashness
COUNTY CLERK,
HARRIS COUNTY, TEXAS

R.G. Converse

Ad Z. & Co.

R848993

507-70-1890

AMENDMENT TO DEERPOINTE PROTECTIVE COVENANTS

03/28/96 300042406 R 848993

\$56.25

THE STATE OF TEXAS

§

§

WITNESSETH:

COUNTY OF HARRIS

§

WHEREAS, Newport Estates Joint Venture, a joint venture composed of Sigma Associates, Inc., a Texas Corporation and Chemsult Ventures, Inc., a Delaware corporation (hereinafter called "Newport Estates Joint Venture"), executed that certain instrument entitled Deerpointe Protective Covenants on September 13, 1979 (hereinafter called the "Declaration"), which Declaration was filed for record in the Official Public Records of Real Property of Harris County, Texas, on September 24, 1979, under File No. G251485, and recorded under Film Code Reference No. 139-93-2451, and

WHEREAS, the undersigned, pursuant to the power granted in Section 2.3 of the section of the Declaration entitled "Term", and further pursuant to Chapter 204 of the Texas Property Code, desire to amend the Declaration as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, being the record owners (as shown by the Official Public Records of Real Property of Harris County, Texas) of not less than seventy-five percent (75%) of the real property comprising Deerpointe, Section One, a subdivision in Harris County, Texas, according to the map or plat thereof filed for record in the Official Public Records of Real Property of Harris County, Texas, on _____, 19__, under File No. _____, and recorded in Volume 286, Page 103, of the Map Records of Harris County, Texas, do hereby amend the Declaration by:

(1) deleting from Pages 21, 22 and 23 thereof the heading and Sections 4.1 through 4.7 which follow after the heading "IV. NEWPORT YACHT AND COUNTRY CLUB, INC., AND/OR NEWPORT PROPERTY OWNERS ASSOCIATION, INC." and inserting in lieu thereof the following, to-wit:

IV.

LIEN TO SECURE THE PAYMENT OF DUES, CHARGES AND ASSESSMENTS OF
THE NEW PROPERTY OWNERS ASSOCIATION OF NEWPORT, INC.

Lien Prescribed

All lots, tracts and parcels situated in DEERPOINTE, SECTION ONE are hereby subjected to a monthly maintenance charge at a rate to be established from time to time by the board of directors of The New Property Owners Association of Newport, Inc., a Texas corporation, or its successors and assigns, for the purpose of maintaining the safety, health and welfare of the residents of "NEWPORT", maintaining and operating the common recreational facilities and areas of "NEWPORT", and enforcing the deed restrictions of each section of "NEWPORT" that has adopted an amendment to their deed restrictions similar to this Amendment. D

Said monthly maintenance charges hereby imposed, together with all collection expenses, attorneys' fees incurred in connection therewith and interest at the rate of ten percent (10%) per annum, shall be secured by an express vendor's lien which is hereby expressly created and imposed upon each and every lot, tract and parcel in DEERPOINTE, SECTION ONE and every conveyance of any or all of the lots, tracts

or parcels situated in DEERPOINTE, SECTION ONE hereafter made shall be made subject to such vendor's lien. Such monthly maintenance charges and other sums shall be paid by each and every lot owner at the time, in the manner and at such place as The New Property Owners Association of Newport, Inc., its successors or assigns, shall from time to time designate and said express vendor's liens are hereby transferred and assigned to The New Property Owners Association of Newport, Inc.

The New Property Owners Association of Newport, Inc., or its successors and assigns, shall have the power and authority to enforce collection of, collect, hold, administer and expend any and all moneys paid or to be paid pursuant hereto, to enforce all of the deed restrictions and to carry out the purposes hereof. All of the authority and responsibility of the Architectural Committee as set forth in the original Declarations shall hereinafter be vested in The New Property Owners Association of Newport, Inc.

The monthly maintenance charge and liens securing the same for which are herein provided shall remain in effect and shall be collectible until the restrictions, covenants and liens set forth herein shall have expired according to the provisions of the original Declaration.

The vendor's lien prescribed herein as security for the payment of said monthly maintenance charge shall be enforceable by The New Property Owners Association of Newport, Inc., its successors and assigns through appropriate legal proceedings, in the manner prescribed by law. No proceedings for enforcement of such liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes

due and payable.

Liens of first deeds of trust and purchase money mortgages placed upon any of said lots, tracts or parcels in DEERPOINTE, SECTION ONE for the purpose of constructing a residence or other buildings or improvements thereon or thereto and recorded in accordance with the laws of the State of Texas, shall be, from the date of such recordation, superior to any and all liens for which are herein provided. The New Property Owners Association of Newport, Inc., may, if requested, execute instruments to subordinate any and all liens provided for herein to such liens of first deeds of trust and purchase money mortgages.

The New Property Owners Association of Newport, Inc., at its option, by appropriate written instrument recorded in accordance with the laws of the State of Texas, may subordinate any and all liens provided for herein to the liens of the other deeds of trust and/or other encumbrances.

(2) deleting from Page 6 thereof Section 2.3 of the section entitled "Term" and inserting in lieu thereof the following, to-wit:

Section 2.3. Amendment, Annulment and Modification. Any one or more of the restrictions, covenants and liens herein contained may be annulled, amended or modified at any time by, but shall be deemed to have been annulled, amended or modified only upon, the recordation of an instrument in writing setting forth such annulment, amendment or modification and executed by the then record owner or owners (as shown by the Official Public Records of Real Property of Harris County, Texas at the time of the filing of such instrument) of a majority of the lots contained in DEERPOINTE,

SECTION ONE. The approval of joint and/or multiple owners of any given lot may be reflected by the signature of a single co-owner.

This instrument may be executed in multiple counterparts, petitions and/or ballots, and each counterpart hereof executed by any party shall be deemed an original and shall as to such party constitute one and the same instrument with all other counterparts hereof executed by any party, and shall bind any party signing a counterpart hereof regardless of whether the same or any other counterpart hereof is executed by any other party intending to be or become a party hereto.

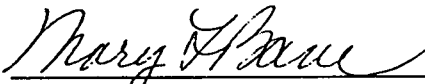
IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts as of the 27th day of March, 1996.

THE NEW PROPERTY OWNERS
ASSOCIATION OF NEWPORT, INC.

BY:


President

ATTEST:


Secretary

507-70-1895

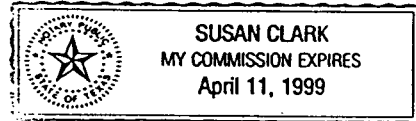
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DANIEL T. KASPRZAK, President of The New Property Owners Association of Newport, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of MARCH, 1996.

Susan Clark
Notary Public in and for
Harris County, Texas

Commission Expires: 4-11-99



507-70-1896

**BALLOTS FOR THE AMENDMENT TO
DEERPOINTE PROTECTIVE COVENANTS**

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

WHEREAS, The New Property Owners Association of Newport, Inc., having ascertained that the aforementioned Amendment to Deerpointe Protective Covenants ("Amended Declaration") have been approved by the then record owner or owners of seventy-five percent (75%) of the real property comprising DEERPOINTE, SECTION ONE, as evidenced by the attached ballots. I further certify that such signed approval of said owners has been recorded with the secretary of The New Property Owners Association of Newport, Inc.

WHEREAS, the ballots which are attached hereto, are evidence of the approval of the Amended Declaration by the owners in DEERPOINTE, SECTION ONE. The ballots that are attached hereto shall be filed in the real property records of Harris County, Texas with the Amended Declaration.

EXECUTED this the 27 day of March, 1996.

THE NEW PROPERTY OWNERS
ASSOCIATION OF NEWPORT, INC.

BY: Mary F. Bane
PRINTED NAME: MARY F. BANE
TITLE: Secretary

THE STATE OF TEXAS

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§
§

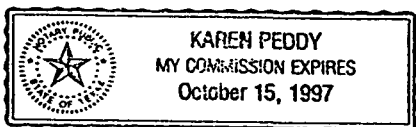
507-70-1897

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Mary F. Bane, whose position is Secretary of The New Property Owners Association of Newport, Inc. a Texas Non-Profit Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purposes and consideration and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27 day of

March, 1996.



Karen Peddy
Notary Public in and for
the State of Texas

AFTER RECORDING, RETURN TO:

Ingle & Ingle
3900 Essex, Suite 1070
Houston, Texas 77027