# SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO

#### A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS	§	KNOW ALL BY THESE PRESENTS THAT
0011117/05/14 5510	8	KNOW ALL DI THESE PRESENTS THAT.
COUNTY OF HARRIS	§	

WHEREAS, in accordance with the covenants, conditions, restrictions, easements, liens, and charges applicable to all Owners within Bayou Woods, Section Two (2), and in Bayou Woods Estates (the "restrictive covenants"), the said real property being more particularly described in <a href="Exhibit">Exhibit</a> "A" and <a href="Exhibit">Exhibit</a> "B" attached hereto and incorporated by reference herein, the said restrictive covenants being set forth in the Amended and Restated Deed Restrictions - Bayou Woods, Section Two (Effective September 1, 2001) and the First Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, as amended (the "Section Two Restrictions"), and in the Declaration of Deed Restrictions for Bayou Woods Estates (the "Bayou Woods Estates Restrictions"), and the said restrictive covenants being filed of record, respectively, under Clerk's File Nos. U597889, RP-2024-16028, and RP-2019-338074, Official Public Records of Real Property of Harris County, Texas, as amended;

WHEREAS, the Section Two Restrictions provide the Owners of not less than a majority of the Lots in Bayou Woods, Section Two (2) may, by written agreement signed by them and filed of record, amend the Section Two Restrictions at any time, in whole or in part; and

WHEREAS, the undersigned Owners of Lots in Bayou Woods, Section Two (2) desire hereby to further amend the Section Two Restrictions to establish and provide for the management and operation of certain Special Services as herein provided, and the undersigned BAYOU WOODS-OAK HILL ASSOCIATION OF PROPERTY OWNERS, INC., a Texas nonprofit corporation ('Association'), desires to confirm establishment, management, and operation of the Special Services as herein provided on behalf of the Owners and all Owners within Bayou Woods Estates as provided in the Bayou Woods Estates Restrictions, including Section 5.05 thereof.

NOW, THEREFORE, in accordance with the Section Two Restrictions, the Bayou Woods Estates Restrictions, and the Texas Property Code, the undersigned Owners of not less than a majority of the Lots in Bayou Woods, Section Two (2) and the undersigned Association hereby vote for, adopt, approve, and consent to the following amendments to the Section Two Restrictions

#### I. Definitions

In addition to the definitions contained herein, all definitions set forth in the Section Two Restrictions are incorporated by reference herein.

#### II. Amendments

Section 18 is hereby added to the Section Two Restrictions as follows:

#### 18. Special Services and Assessments.

18.1 <u>Establishment</u>. The Association will provide for, maintain, and manage the Special Services within the Service Area as provided in this **Section 18**.

#### 18.2 Definitions.

- (a) "Private Garbage Services" means private garbage collection services as provided by contract or pursuant to directives of the Board which are not inconsistent with the applicable contract, or both, and may include designated pickup near or adjacent to the main residence on each Lot.
- (b) "Security Services" means services covering security goals as provided by contract or pursuant to directives of the Board which are not inconsistent with the applicable contract, or both, and may include patrol, surveillance, monitoring, reporting, and other safety or security functions or services.
- (c) "Service Area" means (i) Bayou Woods, Section Two (2), (ii) Bayou Woods Estates, and (iii) any other Lot or other single family residential area hereafter included in the Service Area as provided herein, including any other parts of Bayou Woods or of Oak Hill.
- (d) "Special Services" means Security Services and Private Garbage Services to be initially provided as herein authorized, and such other special services which may hereafter be provided pursuant hereto, including in any approved Change Proposal (as defined below) or other approved this Section 18agreement.

#### 18.3 Providing of Services; Rules.

- (a) The Special Services authorized hereby will be provided on such terms and conditions and in such manner and detail as determined by the Board, subject to and within budgetary parameters and other applicable provisions herein. The Association always retains the right to remove or replace any service provider, with or without cause and upon not more than thirty days notice, and in either case notwithstanding any contrary contract provisions.
- (b) All costs and expenses to provide for, maintain, and manage each Special Service as authorized hereby or pursuant to an adopted Change Proposal must be paid by the Owners of the Lots within the Service Area from the Special Service Assessments.
- (c) All Special Services will be provided subject to this Section 18, and subject to such reasonable "**Rules**" as at any time adopted by the Board, effective upon filing of record of the Rules and the giving of not less than thirty days notice of the filing of record of the Rules to the Owners of all Lots within the Service Area.

#### 18.4 Changes to Services or Service Area.

(a) Any change to the Service Area or any Special Services to be provided to the Service Area or any part thereof (a "Change Proposal") may be proposed (i) by the Board, or (ii) by a petition submitted to the Board which is signed by the Owners of not less than twenty percent (20%) of all Lots then contained within the Service Area, or (iii) by a petition signed by a property owners' association with authority to enter a contract or agreement with the Association to add all of the Lots subject to the jurisdiction of the property owners' association in the

Service Area, or (iv( by a petition or agreement signed by the Owner(s) of one or more Lots covered thereby and which are to be added to the Service Area.

- (b) Each Change Proposal must be accompanied by a pro forma budget which covers all costs reasonably expected to be incurred if the Change Proposal is approved, with such other information and documents in such form and detail as requested by or otherwise determined by the Board. Approval of a Change Proposal automatically includes authorization of the Board to include all such changes in costs in any applicable budget and to set the Special Service Assessments accordingly.
- (c) Any Change Proposal must first be approved by the Board. The Board may approve, with or without conditions or revisions, or disapprove any Change Proposal. Any Change Proposal which is not approved within 90 days after receipt by the Board is deemed disapproved, but any such Change Proposal may thereafter be approved, with or without conditions or revisions. If approved, the Board will cause an amending instrument or instruments to be prepared which sets forth the Change Proposal as approved by the Board, including any conditions or revisions adopted by the Board.
- (d) The Board may adopt, execute, and file of record the amending instrument(s) as to any Change Proposal which only adds Lots to the Service Area without any further action, adoption, or approval by any Owner or any other person or entity. Otherwise, the amending instrument(s) must be adopted by the Owners of not less than a majority of all Lots then contained within the Service Area and, as applicable, by the property owners' association as to or the owners within the area to be added to the Service Area as above provided and as determined by the Board. An adopted Change Proposal is an amendment of this Second Amendment.
- (e) Notice of adoption of a Change Proposal together with any applicable amending instrument must be filed of record. Within a reasonable time after filing of record, notice of the filing must be given to the Owners of all Lots within the Service Area, including, as applicable, to the Owners of all Lots to be added thereby to the Service Area.
- (f) All costs reasonably expected to be incurred by the Association to comply with this **Section 18.4** must be paid in advance to the Association upon request and before and as a condition to approval of the applicable Change Proposal in such manner as determined by the Board. Actual costs are to be determined within a reasonable time after all matters pursuant to this Section have been completed, and payment or refund must be made accordingly promptly after the determination of actual costs.

#### 18.5 Obligation for Payment of Special Service Assessments.

- (a) The Owner of each Lot, by acquisition of any rights, title, or interest therein, covenants and agrees to pay to the Association Special Service Assessments as provided herein. "Special Service Assessments" means specific assessments to cover all costs and expenses for the Association to provide, maintain, and manage approved Special Services, including reasonable Association administrative costs and reasonable reserves as to the same.
- (b) Special Service Assessments are to be assessed on a uniform, per Lot basis unless the Board determines circumstances clearly demonstrate that a different manner of allocation is required (such as, for example, if some but not all Special Services are provided to one or more Lots or to only a portion of the Service Area). The Board may also exempt specific Lots in whole or in part from payment of Special Service Assessments if justified by such circumstances.

- (c) Upon adoption and filing of record of this Second Amendment the Board must adopt an initial budget to cover all costs and expenses to be covered by Special Service Assessments. The Board will fix the amount of the initial Special Service Assessments based on the budget through the end of the calendar year in which the budget is approved. If the filing of records occurs on or after August 1 of the initial year, the budget and Special Service Assessments based thereon may cover the period through December 31 of the following calendar year. Notice must be given to the Owners of all Lots within the Service Area as to the initial Special Service Assessment which is due and payable within thirty days after the date of the notice or such later date as stated in the notice.
- (d) Special Services will commence promptly after the Association has received sufficient funds as determined by the Board to provide for, maintain, and manage all Special Services through the remainder of the initial budget period. Notice must be given to the Owners of all Lots within the Service Area as to the initial commencement of Special Services.
- (e) Annually following the initial Special Service Assessment, the Board will adopt a budget to determine sums necessary and adequate to provide for the estimated expenses to provide Special Services of for the succeeding calendar year, including funding of capital, contingency, and other reserves. The Board will fix the amounts of Special Service Assessments based on the budget. These annual Special Service Assessments are to be determined on an annual basis and are due and payable on the first day of January of each calendar year unless otherwise determined by the Board.
- (f) The Board may not approve an annual budget or an amendment of an annual budget as to annual Special Service Assessments which in either case would increase the budget by more than fifteen percent (15%) unless the proposed increase is approved by the Owners of not less than a majority of the Lots in the Service Area.
- (g) Notwithstanding the foregoing and without limitation of **Section 18.5**, the Owner of a vacant Lot is exempt from payment of any Special Service Assessments as to Security Services and as to Private Garbage Services until the first day of the month following commencement of vertical construction of improvements upon the Lot.

#### 18.6 Default.

- (a) Any Special Service Assessments which are not paid when due are delinquent. If not paid within forty-five days after the due date, the defaulting Owner is also obligated to pay interest from the due date at the maximum legal rate, a late charge in the amount of \$100.00 per month from the due date or such other reasonable amount as at any time set by the Board, and all costs or expenses reasonably attributable to the default, including attorney's fees.
- (b) If all Special Service Assessments and all other amounts as may be due are not paid within forty-five days after the due date and after notice and opportunity to be heard, then any or all Special Services as to the defaulting Owner may be terminated, in whole or in part until all amounts due to the Association are paid in full.
- (c) Special Service Assessments as to each Lot within the Service Area are secured by a continuing lien on the Lot in favor of the Association (i) as provided in the Section Two Restrictions, the Bayou Woods Estates Restrictions, or other covenants and restrictions as applicable to the defaulting Owner's Lot regarding payment of assessments to the Association, or (ii) as provided in an approved Change Proposal or other amendment hereof.

- (d) Without limitation, payment of Special Service Assessments as to each Lot within the Service Area is in all cases also the personal obligation of the Owner of the Lot at the time liability for the Special Service Assessments accrued, notwithstanding any subsequent transfer of ownership. Each Owner's transferee is also jointly and severally liable for payment of all unpaid Special Service Assessments at the time of transfer without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee.
- 18.7 <u>Disclaimer as to Safety or Security</u>. Each Owner, tenant, their visitors, guests, or invitee, and every other person who enters or occupies any part of the properties within the Service Area are responsible for their own personal safety and security and for the safety and security of their Lot and other property within the Service Area, and each assumes all risks of personal injury or loss or damage to persons or property resulting from acts of any parties, including any third parties. Each Owner and tenant is responsible for informing their visitors, guests, or invitees as to the provisions of this Section. The Association, the Board of Directors, and their officers, agents, employees, and any other personnel are not in any way insurers or guarantors of safety or security within the Service Area or otherwise. And none of them are in any case liable for any loss or damage by reason of failure to provide adequate safety or security or ineffectiveness of any safety or security measures undertaken. No representation or warranty is made that any systems, facilities, devices, or measures, including security monitoring or access limiting gate systems, equipment, or devices, cannot be compromised or circumvented, or that any such system or security measures, even if undertaken, will prevent any loss or provide the detection or protection for which the system is designed or intended.

#### 18.8 Effective Date; Amendment Defined; Conflicts.

- (a) These amendments are effective from and after the date of filing of record hereof, subject to amendment hereafter as provided in the Section Two Restrictions.
- (b) In the event of conflict between the provisions of this instrument and the Section Two Restrictions, the Bayou Woods Estates Restrictions, or any other covenants or restrictions, Rules, or other governing documents regarding the Service Area or the Special Services, this instrument will control.
- (c) Without limitation, the notice provisions of Section 17 of the Section Two Restrictions apply to these amendments and any notices permitted or required herein.
- (d) The foregoing amendments are deemed to be a part of and are to be interpreted in accordance with the Section Two Restrictions, as hereby or hereafter amended. All provisions not so amended are hereby ratified and confirmed in every particular and will continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, each having received and reviewed this Second Amendment of Amended and Restate Deed Restrictions – Bayou Woods, Section Two, have executed the same as of the dates of the notarizations as to the same.

[Execution, Acknowledgment, and Certificate of Compliance Follow]

BAYOU WOODS – OAK HILL ASSOCIATION OF PROPERTY OWNERS, INC., a Texas non-profit corporation

Max Uzick, President

#### **ACKNOWLEDGMENT OF ASSOCIATION**

STATE OF TEXAS

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**COUNTY OF HARRIS** 

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This instrument was acknowledged before me on the 3 day of January, 2028, by Max Uzick, as the President of BAYOU WOODS - OAK HILL ASSOCIATION OF PROPERTY OWNERS, INC., a Texas non-profit corporation, on behalf of the corporation.

[SEAL]

CHARLENE BALLANTYNE
My Notary ID # 622071
Expires July 29, 2024

Notary Public, State of Texas Printed Name:

My Commission Expires: 7-29-20a

[Certificate of Compliance Follows]

#### CERTIFICATE OF COMPLIANCE

The undersigned Secretary of Bayou Woods - Oak Hill Association of Property Owners, Inc., a Texas nonprofit corporation, certifies that, after proper notice in accordance with the Amended and Restated Deed Restrictions - Bayou Woods, Section Two (Effective September 1, 2001) and the First Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two (the "Section Two Restrictions"), the Declaration of Deed Restrictions for Bayou Woods Estates (the "Bayou Woods Estates Restrictions"), and the Texas Property Code, after determination by the Board in accordance with the Official Public Records of Real Property of Harris County, Texas, the website records of the Harris County Appraisal District, and the records of the Association that there are currently a total of forty (40) Lots contained within Bayou Woods, Section Two (2), after proper notice to all Bayou Woods, Section Two (2), and Bayou Woods Estates Owners regarding the Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two,(2) and conducting of a joint open meeting of the Board and of the Owners as to the same on October 3, 2023, and in accordance with the votes for and adoptions, approvals, and confirmations by the Owners of not less than a majority of the total number of Lots in Bayou Woods, Section Two (2), of the foregoing Second Amendment, the Board of Directors did unanimously vote for and approve, adopt, and confirmed the said Second Amendment at an open meeting of the Board of Directors held after proper notice on November 26, 2023, The votes and approvals by the Owners of twenty-six (26) Lots out of a total of Forty (40) Lots currently contained within Bayou Woods, Section Two (2) is summarized in Exhibit "C" attached hereto, and the Owner executions and acknowledgements follow the said Exhibit "C", all of the same being incorporated by reference herein,

EXECUTED this 29th day of January, 2024.

BAYOU WOODS – OAK HILL ASSOCIATION OF PROPERTY OWNERS, INC.,

By: Margo Wall Secretary

a Texas non-profit corporation

AFTER RECORDING RETURN TO:

Mr. Lou W. Burton Wilson, Cribbs & Goren, P.C. 1233 West Loop South, Suite 800 Houston, Texas 77027

GASLBURTON CLIENTS/6892/BW SEC 2 (002A) 2024 AMEND/2D AMEND/BW, SEC 2-RES 2ND AMEND-SP SERVICES (2024 FINAL), DOCX

## SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO

#### EXHIBIT "A": - BAYOU WOODS, SECTION TWO (2) - PROPERTY DESCRIPTION

Tract No. 1; A part of Lot 4 of the subdivision of the Peter Wilson Tract, James Wharton Survey, Hamis County, Texas, more particularly described as follows:

Beginning at a point which is 200 feet south of 0°39' west of the intersection of the south line of Memorial Drive and the west line of the property deed to W. S. Farish by R. B. Peters by deed recorded in Volume 782, Page 297, of the Deed Records of Harris County, Texas; THENCE north 80°311 east 150.5 feet; THENCE south 89°471 east 110.3 feet; THENCE south 71°28' east 174.9 feet; THENCE north 31°351 east 250.36 feet to south line of Memorial D1ive; THENCE 60 feet along south line of Memorial Drive to southeast comer of intersection of Memorial and Buckingham Drives; THENCE south 31°351 east 297 feet more or less to the southwest comer of Lot A, BAYOU WOODS, Section Two, according to map recorded in Volume 18, Page 46, of the Map Records of Harris County, Texas; THENCE south 70°32' east 209.12 feet; THENCE south 70°40' east 124.62 feet; THENCE south 61°27' east 168.4 feet; THENCE south 61°071 west 130 feet; THENCE south 49°41' east 142.85 feet; THENCE south 40°491 east 145.93 feet; THENCE south 41°371 east 139.61 feet; THENCE south 36°17' east 167.05 feet; THENCE south 36°211 east 136.61 feet; THENCE south 26°44' east 136.95 feet; THENCE south 17°46' east 141.25 feet; THENCE south 13°34' east 153.82 feet; THENCE north 89°57' east279.82 feet to the west line of Memorial Drive; THENCE in a southerly direction along Memorial Drive 274.48 feet; THENCE 60 feet to the southwest comer of Memorial and Carnarvon Drives; THENCE along a curve on the west line of Memorial Drive 354.6 feet; THENCE south 60°46' west 215.25 feet; THENCE west 325.0 feet; THENCE south 42°28' west, 1,091.5 feet; THENCE south 0°33' west 110.3 feet; THENCE north 89°27' west 977.57 feet; THENCE north 0°391 east 2,756.25 feet to the place of beginning.

Also Lots I and K, BAYOU WOODS, Section Two, said land being part of the land conveyed to Robert S. Duma by S.P. Parish under date of August 24, 1945, and being the identical land covered by map dated the 10th day of December, 1941, of the subdivision of BAYOU WOODS, Section Two, filed for record in Volume 18, Page 46, of the Maps Records of Harris County, Texas (herein the "Subdivision Plat"), except it does not include Lots A, B, C, D, E, F, G, H, J, and L of said subdivision, known as BAYOU WOODS, Section Two; (herein "Bayou Woods, Section Two (2)" or, sometimes, "the Subdivision").

## SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO

#### **EXHIBIT "B": BAYOU WOODS ESTATES - PROPERTY DESCRIPTION**

#### 101 Farish Circle

A tract or parcel of land containing 15.9243 acres (693,664 square feet) located in the James Wharton Survey, Abstract 871, Harris County, Texas, and being a portion of Lot 30 and Lot 31, of Bayou Woods, Section Two, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Volume 18, Page 46 of the Map Records of Harris County, Texas, said 15.9243 acre tract being a portion of that certain 14.235 acre tract of land conveyed to J. A. Elkins, Jr. and Margaret W. Elkins as recorded in Volume 3534, Page 691 of the Deed Records of Harris County, Texas, said 15.9243 acre tract being known as Tract 2, Tract 2B, Tract 30A, and Tract 31 as described in Distribution Deed as recorded under Harris County Clerk's File No. 20080066007, said 15.9243 acre tract that same certain tract of land conveyed to 101 Farish Circle, LLC as recorded under Harris County Clerk's File No. RP-2018-45568, said 15.9243 acre tract being more particularly described by metes and bounds as follows with bearings referenced to the Texas State Plane Coordinate System South Central Zone No. 4204 (NAD83);

**COMMENCING** at a found 5/8 inch iron rod marking the South end of a curve at the intersection of the South right of way line of Carnarvon Drive, (60 feet in width as recorded in Volume 18, Page 46 of the Map Records of Harris County, Texas), and the West right of way line of Farish Circle, (60 feet in width as recorded in Volume 18, Page 46 of the Map Records of Harris County, Texas), said found 5/8 inch iron rod marking the most Easterly Northeast corner of Lot 1, of Bayou Woods, Section Two Lot 30 Replat, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 411047 of the Map Records of Harris County, Texas, said found 5/8 inch iron rod marking the beginning of a curve to the left;

**THENCE** in a Southerly direction along the said West right of way line of Farish Circle with said curve to the left having a radius of 830.00 feet, a central angle of 22 degrees 32 minutes 05 seconds, an arc length of 326.44, a chord that bears South 12 degrees 07 minutes 26 seconds West, a distance of 324.19 feet to a found 5/8 inch iron rod with cap (Survcon), marking a point of reverse curvature;

**THENCE** in a Southerly direction along the said West right of way line of Farish Circle with a curve to the right having a radius of 50.00 feet, a central angle of 24 degrees 53 minutes 23 seconds, an arc length of 21.66 feet, a chord that bears South 07 degrees 37 minutes 48 seconds West, a distance of 21.55 feet to a found 5/8 inch iron rod with cap (Survcon), marking the southeast corner of said Lot 1 of Bayou Woods, Section Two Lot 30 Replat, said found 5/8 inch iron rod also lying in an Easterly line of the residue of Lot 30 of Bayou woods, Section Two, said found 5/8 inch iron rod with cap also marking the **POINT OF BEGINNING** and a point for angle of the herein described tract;

**THENCE** in a Southerly direction continuing along the said West right of way line of Farish Circle with said curve to the right having a radius of 50.00 feet, a central angle of 14 degrees 27 minutes 29 seconds, an arc length of 12.62 feet, a chord that bears South 27 degrees 13 minutes 51 seconds West, a distance of 12.58 feet to a found 5/8 inch iron rod with cap (Survcon) marking a point of reverse curvature;

**THENCE** in a Southerly and Easterly direction along the said West right of way line of Farish Circle, with a curve to the left along a cul de sac, passing at 194.33 feet a found <sup>3</sup>/4 inch pinched top pipe marking the Southwest corner of Lot 31 of Bayou Woods, Section Two, said curve to the left having a radius of 50.00 feet, a central angle of 255 degrees 59 minutes 56 seconds, an arc length of 223.40 feet, a chord that bears South 87 degrees 28 minutes 58 seconds East, a distance of 78.80 feet to a found 5/8 inch iron rod (bent), marking a point of compound curvature;

**THENCE** in a Northerly direction along the East right of way line of Farish Circle with a curve to the right having a radius of 50.00 feet, a central angle of 37 degrees 59 minutes 32 seconds, an arc length of 33.15 feet, a chord that bears North 16 degrees 53 minutes 20 seconds West, a distance of 32.55 feet to a found 5/8 inch iron rod marking a point of reverse curvature;

**THENCE** in a Northerly direction along the said East right of way line of Farish Circle with a curve to the right having a radius of 770.00 feet, a central angle of 20 degrees 39 minutes 57 seconds, an arc length of 277.73 feet, a chord that bears North 11 degrees 58 minutes 05 seconds East, a distance of 276.22 feet to a found 3/8 inch iron rod marking the West corner of that certain 1.3535 acre tract of land conveyed to Stephen L. Way as recorded under Harris County Clerk's File No. 20070528971, said found 3/8 inch iron rod also marking the North corner of the herein described tract:

**THENCE** South 60 degrees 03 minutes 52 seconds East, along the South line of said Way 1.3535 acre tract, a distance of 407.22 feet to a found 5/8 inch iron rod marking a point for angle in the East line of said Lot 31, and also marking a point for angle in the West line of Stablewood Partial Replat of Block 6, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 416047 of the Map Records of Harris County, Texas, said found 5/8 inch iron rod marking the South corner of said Way 1.3535 acre tract, said found 5/8 inch iron rod also marking the Northeast corner of the herein described tract;

**THENCE** South 02 degrees 16 minutes 56 seconds East, passing at 110.30 feet a point for corner being the Southeast corner of said Lot 31 of Bayou Woods, Section Two, passing at 224.97 feet a found Y. inch iron rod marking the Southwest corner of said Stablewood Partial Replat of Block 6, same being the Northwest corner of Block 1 of Stablewood Reserve "F", an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 425079 of the Map Records of Harris County, Texas, passing at 644.81 feet a found 5/8 inch iron rod marking the Southwest corner of said Block 1 of Stablewood Reserve "F", same being the Northwest corner of Restricted Reserve "G" in Block 4 of the Amending Plat Of Stablewood, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 354014 of the Map Records of Harris County, Texas, passing at 694.81 feet a point for corner being the Southwest corner of said Restricted Reserve "G", same being the Northwest corner of Lot 56 in

said Block 4 of the Amending Plat of Stablewood, passing at 770.58 feet a point for corner being the Northwest corner of that certain 5.433 acre tract of land conveyed to the Harris County Flood Control District as recorded under Film Code No. 354014 of the Map Records of Harris County, Texas, continuing for a total distance of 1,049.02 feet to a point for corner being the most Southeasterly corner of the North Gradient Boundary Of Buffalo Bayou (established by others on February 28, 2013), said point for corner also being the Southeast corner of the herein described tract;

THENCE in a Northwesterly direction along the said North Gradient Boundary Of Buffalo Bayou, the following

courses; South 87 degrees 10 minutes 04 seconds West, a distance of 12.95 feet;

North 09 degrees 08 minutes 10 seconds East, a distance of 29.51 feet to the beginning of a non-tangent curve to the left;

Northwesterly along said non-tangent curve to the left having a radius of 284.30 feet, a central angle of 29 degrees 54 minutes 45 seconds, an arc length of 148.43 feet, a chord that bears North 14 degrees 21 minutes 31 seconds West, a distance of 146.75 feet;

North 43 degrees 04 minutes 42 seconds West, a distance of 65.14 feet to the beginning of a non-tangent curve to the left:

Northwesterly along said non-tangent curve to the left having a radius of 243.05 feet, a central angle of 30 degrees 22 minutes 13 seconds, an arc length of 128.83 feet, a chord that bears North 78 degrees 29 minutes 57 seconds West, a distance of 127.33 feet;

South 81 degrees 33 minutes 27 seconds West, a distance of 83.92 feet;

South 82 degrees 07 minutes 31 seconds West, a distance of 75.67 feet to the beginning of a non-tangent curve to the right;

Northwesterly along said non-tangent curve to the right having a radius of 510.90 feet, a central angle of 11 degrees 37 minutes 21 seconds, an arc length of 103.64 feet, a chord that bears North 83 degrees 40 minutes 33 seconds West, a distance of 103.46 feet;

North 74 degrees 16 minutes 45 seconds West, a distance of 56.69 feet to the beginning of a non-tangent curve to the left:

Northwesterly along said non-tangent curve to the left having a radius of 17,280.79 feet, a central angle of 00 degrees 29 minutes 45 seconds, an arc length of 149.54 feet, a chord that bears North 63 degrees 47 minutes 54 seconds West, a distance of 149.54 feet;

North 54 degrees 00 minutes 20 seconds West, a distance of 61.31 feet;

North 47 degrees 37 minutes 59 seconds West, a distance of 46.13 feet;

North 54 degrees 44 minutes 03 seconds West, a distance of 46.48 feet to the beginning of a non-tangent curve to the right;

Northwesterly along said non-tangent curve to the right having a radius of 74.03 feet, a central angle of 45 degrees 18 minutes 34 seconds, an arc length of 58.54 feet, a chord that bears North 23 degrees 27 minutes 10 seconds West, a distance of 57.03 feet to the beginning of a non-tangent curve to the left;

Northwesterly along said non-tangent curve to the left having a radius of 154.66 feet, a central angle of 33 degrees 42 minutes 30 seconds, an arc length of 90.99 feet, a chord that bears North 51 degrees 24 minutes 25 seconds West. a distance of 89.68 feet:

North 67 degrees 34 minutes 29 seconds West, a distance of 50.11 feet;

North 61 degrees 02 minutes 14 seconds West, a distance of 55.38 feet to the beginning of a non-tangent curve to the right;

Northwesterly with said non-tangent curve to the right having a radius of 35.79 feet, a central angle of 48 degrees 46 minutes 36 seconds, an arc length of 30.47 feet, a chord that bears North 55 degrees 57 minutes 53 seconds West, a distance of 29.55 feet;

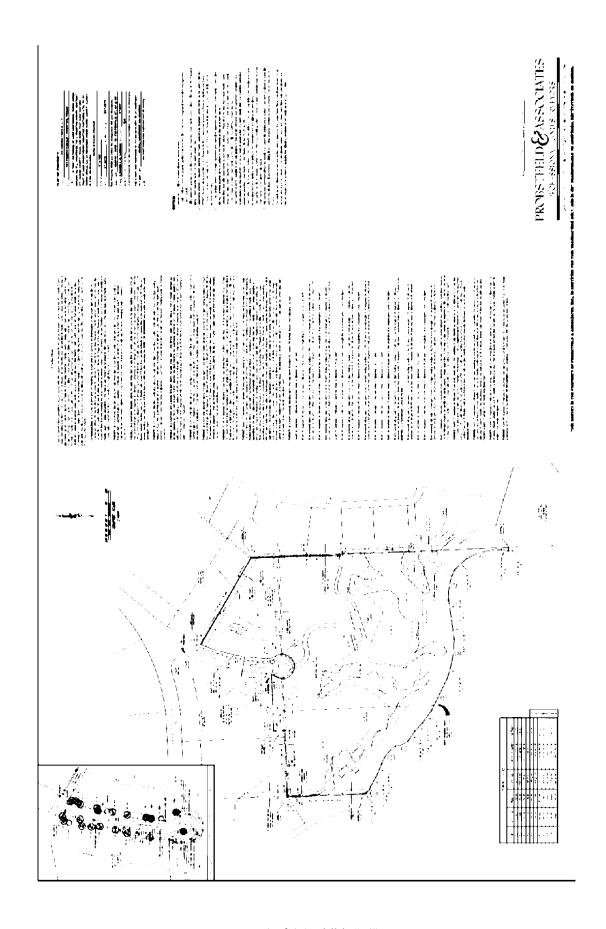
North 22 degrees 47 minutes 39 seconds West, a distance of 15.84 feet to a point for corner lying in the East line of Restricted Reserve "A" of Winston Woods, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 387080 of the Map Records of Harris County, Texas, said point for corner being the most Southwesterly corner of the herein described tract;

**THENCE** North 01 degrees 56 minutes 05 seconds West, along the East line of said Restricted Reserve "A", a distance of 307.54 feet to a found 5/8 inch iron rod with cap (Survoon) marking the Northeast corner of said Restricted Reserve "A", same being the Southeast corner of Lot 8 of said Winston Woods, said found 5/8 iron rod with cap marking the Southwest corner of Lot 2 of said Bayou Woods Section Two Lot 30 Replat, said found 5/8 inch iron rod with cap also marking the most Westerly Northwest corner of the herein described tract;

**THENCE** North 87 degrees 47 minutes 01 seconds East, passing at 242.64 feet a point for corner being the common South corner of Lot 1 and Lot 2 of Bayou Woods Section Two Lot 30 Replat, continuing for a total distance of 268.94 feet to a found 5/8 inch iron rod with cap (Survcon) marking the Southwest corner of the residue of Lot 30 of Bayou Woods, said found 5/8 inch iron rod with cap also marking a point for angle of the herein described tract;

**THENCE** North 01 degrees 51 minutes 49 seconds West, along the West line of the residue of Lot 30 and with a South line of said Lot 1 of Bayou Woods Section Two Lot 30 Replat, a distance of 45.00 feet to a found 5/8 inch iron rod with cap (Survcon) marking a point for angle of the herein described tract;

**THENCE** North 87 degrees 47 minutes 01 seconds East, along the South line of said Lot 1 of Bayou woods Section Two Lot 30 Replat, a distance of 231.11 feet to the **POINT OF BEGINNING** and containing 15.9243 acres, (693,664 square feet), of land.



Page 4 of 4 (Exhibit "B")

# SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO

### EXHIBIT "C": SUMMARY OF LOTS/VOTES AND OWNER EXECUTIONS AND ACKNOWLEDGEMENTS APPROVING SECOND AMENDMENT

<u>Address</u>	<u>Legal Description</u>	Acreage (HCAD)	<u>Owner</u>
324 Buckingham	Lot 19 Bayou Woods Section 2	2.133	Gary & Janet Mead
329 Buckingham	Tract 17A Bayou Woods Section 2	2.661	Jonathan & Jessica Barrett
333 Buckingham	Lot 16 Bayou Woods Section 2	1.49	Robert & Enya Chaffin
343 Buckingham	Lot 14 Bayou Woods Section 2	1.15	John & JoEllen Sweeney
<b>421</b> Buckingham	Lot 13 Bayou Woods Section 2	1.13	Jill Glanville
422 Buckingham	Lot 22 Bayou Woods Section 2	1.9	James & Julie Brookshire
527 Buckingham	Lot Bayou Woods Section 2	1.31	David & Rosangela Capobidneo
528 Buckingham	Lot 23 Bayou Woods Section 2	2.05	David Bergquist
602 Buckingham	Lot 3 Bayou Woods Section 2	1.32	Margarat Kostial
111 Carnarvon	Lot 29 Bayou Woods Section 2 Amended	2.28	Eddie & Sherry Tajvari
119 Carnarvon	Lots 1&2, Blk 1 & Trct 29A Bayou Woods Section 2	4.1	Stephen & Lauren Kramer
120 Carvarvon	Lots 32 & Trct 31A Bayou Woods Section 2	4.19	Jon & Carol Hughes, Trustees JNC Partners Revocable Trust dated October 28, 2022
200 Carnarvon	Lot 33 Bayou Woods Section 2	2.79	Mohammad Athari
215 Carnarvon	Lot 1, Blk 1 Bayou Woods Section 2, 5 <sup>th</sup> Partial Replat	2.3275	215 Carnarvon LP/219 Carnarvon LP
223 Carnarvon	Lot 2, Blk 1 Bayou Woods Section 2, 5 <sup>th</sup> Partial Replat	2.4236	215 Carnarvon LP/219 Carnarvon LP
415 Carvarvon	Tract 26 Bayou Woods Section 2	2.08	John Beeson
416 Carnarvon	Tract 34A Bayou Woods Section 2	2	Leticia Loya
8811 Sandringham	Tract 26A Bayou Woods Section 2	2.18	Carol & John Howenstein
8818 Sandringham	Lot 9 Bayou Woods Section 2	1.73	Omar Khawaja & Mona Zaman
8838 Sandringham	Lot 7 Bayou Woods Section 2	2.35	Stan & Cheryl Moldovan
8877 Sandringham	Lot 2 Block 1 Temple Woods Replat	2.93	Pierre & Souad Beijjani
9014 Sandringham	Lot 5 Bayou Woods Section 2	1.86	Barry & Tammy Kahn
9015 Sandringham	Tract 24A Bayou Woods Section 2	1.98	Michael & Barbara Gamson
9025 Sandringham	Lot 1, Block 1 Bayou Woods Section 2	2.93	Robert & Barbara Zorich
9222 Sandringham	Tract 2B Bayou Woods Section 2	1.21	Raza & Mamta Pasha
9250 Sandringham	Lot 1 Bayou Woods Section 2	1.39	Russell & Kathy Rudy

26 Lots 55.8951 Acres

#### **EXECUTION AND ACKNOWLEDGMENT – INDIVIDUAL OWNER** (SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR **BAYOU WOODS ESTATES)**

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

PRINT PROPERTY ADDRESS: 324	BULKING-HAM PRIVE	
Houston, TX.	77024.	
(Signature of Owner)	(Signature of Co-Owner, if applicable)	
GARY L MEDO	TANKT L MERS	
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)	
<u>ACKNOWLEDGEMENT</u>		
THE STATE OF TEXAS §  COUNTY OF HARRIS §		
COUNTY OF HARRIS §		
This instrument was acknowledged before me on the 112 day of October 2023, by Gary L. and Janet L. Mead		
[SEAL]		
	land han	
Not	ary Public, State of Texas	
1 1 15 11 100 11 10	nted Name: Van T Dam	
My Commission Expires My May 02, 2027	Commission Expires: May 2, 2027	

Page L of Cowner Acknowledgement)

SLM

# EXECUTION AND ACKNOWLEDGMENT – INDIVIDUAL OWNER (SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS SECTION TWO AND DECLARATION OF DEED RESTRICTIONS FOR

WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS:	329 BUCKINGTON		
	Houston, TX. 77024.		
(Signature of Owner)	(Signature of Co-Owner, if applicable)		
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)		
ACKNOWLEDGEMENT			
THE STATE OF TEXAS §			
THE STATE OF TEXAS §  COUNTY OF HARRIS §			
This instrument was acknowledged before me on the 19 day of September.			
[SEAL]	aw &r		
ANNELISA W. SHAW Notery Public, State of Texa Comm. Expires 09-07-2020 Notery ID 131233529	Notary Public, State of Texas  Printed Name: Annchisa Shaw  My Commission Expires: 4/1/24		

#### EXECUTION AND ACKNOWLEDGMENT -INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO)

PRINT PROPERTY ADDRESS:	33 BUCKINGHAM	
	TX. 77024.	
Signature of Owner)	(Signature of Co-Owner, if applicable)	
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)	
ACKNOWLEDGEMENT		
THE STATE OF TEXAS §		
COUNTY OF FORT BEND §	0	
This instrument was acknowledged before me on the 12 day of September,  2023, by Tobert Charfin		
[SEAL]	Gloria Fate	
Gloria Foster NOTARY PUBLIC STATE OF TEXAS 108 3 4 7 3 7 5 - 2 COMM. EXP. 04-05-2025	Notary Public, State of Texas Printed Name: 7/0/// Foster My Commission Expires: 4/5/2025	

EXECUTION AND ACKNOWLEDGMENT – INDIVIDUAL OWNER

WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR

BAYOU WOODS ESTATES)

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

•		
PRINT PROPERTY ADDRESS: 343	3 Buckingham Dr.	
Houston,	, 1X. 11024. J	
(Signature of Owner)  O Ellen Sweenery  (Print Name of Owner)	Signature of Co-Owner, if applicable)  John W. Sweeney  (Print Name of Co-Owner, if applicable)	
ACKNOWLEDGEMENT		
THE STATE OF TEXAS §		
COUNTY OF HARRIS §		
This is a transport of the control of the state of the st	hadan me and the 27th me Conda look	
I his instrument was acknowledged	before me on the or day of suprember.	
2023, by <u>Jo Ellen Suren</u>	before me on the 37 day of Suptember.	
[SEAL]		
[02.12]	- thit	
	Notary Public, State of Texas	
JANIERO HUNTER	Printed Name: Jonism Lunta	
Notary Public, State of Texas	My Commission Expires: 7. 7. 70 %	
Comm. Expires 07-07-2026 Notary ID 129876062		

Page \_\_\_ of \_\_\_ (Owner Acknowledgement)

#### EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNER (SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR

**BAYOU WOODS ESTATES)** 

PRINT PROPERTY ADDRESS: 42	1 Buckingham.
Houst	on, TX. 77024.
(Signature of Owner)	(Signature of Co-Owner, if applicable)
(Guarante au anna)	(10 111 111 111 111 111 111 111 111 111
Jill Glanville	
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)
	NOWLEDGEMENT
THE STATE OF TEXAS §  COUNTY OF HARRIS §	
•	· th
This instrument was acknowledg	ed before me on the $\frac{\partial^2 n}{\partial x}$ of $\frac{\partial n}{\partial x}$
2023, by <u>Jill Chonville</u>	<u> </u>
[SEAL]	Pr 1
	and think
JANIERO HUNTER	Notary Public, State of Texas
Ketary Public, State of Texas Comm. Expires 07-07-2028	Printed Name:
Notary ID 129876062	My Commission Expires: 1- 1. 0000

#### **EXECUTION AND ACKNOWLEDGMENT – INDIVIDUAL OWNER**

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO)

	OWNER and Owner's successors and assigns.
<u></u>	PRINT PROPERTY ADDRESS: 422 BUCKINGHAM DRIVE Houston, TX. 77024.  (Signature of Owner)  Signature of Co-Owner, if applicable)
-4	SAMES BROOKSHIRE JULIE BROOKSHIRE  (Print Name of Co-Owner, if applicable)
	<u>ACKNOWLEDGEMENT</u>
	THE STATE OF TEXAS §  COUNTY OF PORT BEND §  This instrument was acknowledged before me on the atm day of Septembel.  2023, by TAMES PROCEDURE a July Properties.
	[SEAL]  KATHLEEN MEGGIN GATES Notary Public, State of Texas Comm. Expires 10-22-2023 Notary ID 2976541  KATHLEEN MEGGIN GATES Notary Public, State of Texas Printed Name: VAMIREN Wegain Gates My Commission Expires: 10.22.2023
	Page of (Owner Acknowledgement)

#### EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

PRINT PROPERTY ADDRESS: 527 Buckingham Dr.

Houston, TX. 77024

(Signature of Owner)	(and the of Co-Owner, if applicable)
David Capabianco (Print Name of Owner)	Rosangela Capobianco (Print Name of Co-Owner, if applicable)
ACKNO	WLEDGEMENT
THE STATE OF TEXAS §	
THE STATE OF TEXAS §  COUNTY OF HARRIS §	
This instrument was acknowledged 2023, by <u>Rosangela</u> and Da	before me on the 19th day of <u>September</u> vid Capobianco
[SEAL]	
Karen Glick Thomas My Commission Expires 04/23/2025 1D No 133057939	Notary Public, State of Texas Printed Name: Karen Thomas My Commission Expires: 4/23/25
<u>^</u> ^~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	My Commission Expires. (12012)

#### EXECUTION AND ACKNOWLEDGMENT – INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS -BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS: 528 1 Houston	Buckingham Dr.	
Houston	, TX. 77024.	
(Signature of Owner)	(Signature of Co-Owner, if applicable)	
David W. Bergquid	(Dist Name of Co. Owner if amplicable)	
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)	
ACKNOWLEDGEMENT		
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §		
COUNTY OF HARRIS §		
	before me on the 19th day of September.	
2023, by David W. Berg	quist	
[SEAL]	Marie Yrica Mattie	
	María Enca Matting Notary Public, State of Texas	
MARIA ERICA MARTINEZ	Printed Name: Maria Erica Martinez	
My Notary ID # 124534977 Expires March 5, 2027	My Commission Expires: March 5, 2027	

#### EXECUTION AND ACKNOWLEDGMENT -INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS -BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS: 60 Houston, TX	2- Buckingham Drive	
(Signature of Owner)	(Signature of Co-Owner, if applicable)	
MANGARIET A KOSTIAL (Print Name of Owner)	(Print Name of Co-Owner, if applicable)	
ACKNOWLEDGEMENT		
THE STATE OF TEXAS \$  COUNTY OF HARRIS \$		
This instrument was acknowledged bef 2023, by	Fore me on the 27th day of September	
[SEAL]	tht.	
Notary Public, State of Texas  Comm. Expires 07-07-2026	nted Name: Jongo Lunter  Commission Expires: 7.1.7016	
Notary ID 129876062 My	Commission Expires.	

#### EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

4

PRINT PROPERTY ADDRESS: 11 CAR Houston, TX.	WARKUN DI HOVSTON 77,02	
(Signature of Owner)	(Signature of Co-Owner, if applicable)	
ARDESHIR TATVARI (Print Name of Owner)	(Print Name of Co-Owner, if applicable)	
ACKNOWLEDGEMENT		
THE STATE OF TEXAS §		
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §		
This instrument was acknowledged before 2023, by Audio 7431001 SA	ore me on the 13 May of Movember,	
[SEAL]		
Notary Public, State of Texas	tary Public, State of Texas  Interest of Texas  Commission Expires:	

#### EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS: 119 CA Houston, TX. 77024.	FRNARVON DR. HOUSTUN, 1X.
(Signature of Owner)	(Signature of Co-Owner, if applicable)
STEPHEN T. KRAMER (Print Name of Owner)	(Print Name of Co-Owner, if applicable)
<u>ACKNOWL</u>	EDGEMENT
THE STATE OF TEXAS \$  COUNTY OF HARRIS \$	
This instrument was acknowledged before 2023, by Stephen J. Frame	ore me on the <u>llb<sup>th</sup>day of <u>November</u>,</u>
October 1, 2024 Prin	tary Public, State of Texas  Inted Name: 7064 Dugut Burge  Commission Expires: (X/10/12/11/12/11/12/11/11/11/11/11/11/11/11/

# RP-2024-30033

#### **EXECUTION AND ACKNOWLEDGMENT – ENTITY OWNER**

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

PRINT PROPERTY ADDRESS: 120 Carnar Von Dr., Houston, TX. 77024.
TNC Partners Revocable Trust (Print Name Owner)  By: Land Aughes Larol Angles  Print Title: Trustees
ACKNOWLEDGEMENT
STATE OF Texas § COUNTY OF Harris §
This instrument was acknowledged before me on the 10 H day of October, 2023, by John Hugher, as Trustees of Trust a Texas Trust, on behalf of the said entity
Sabrina Lee Burger  Notary Public, State of Texas  Print Name: Sabrina Lee Burger
Sabrina Lee Burger  dy Commission Expires 2/7/2027  Notary ID 134188804  Print Name: Sabriva Lee Burger  My Commission Expires: 2 1 2 7  My Commission Expires: 2 1 2 7

Page \_\_\_ of \_\_\_ (Owner Acknowledgement)

#### EXECUTION AND ACKNOWLEDGMENT -INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS -BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS: 200	Carnarion Drive
Houston, T.	X. 77024.
DR Moheums 12	3/her
(Signature of Owner)	(Signature of Co-Owner, if applicable)
Dr. Morammad Athari	(Dist News of Co. Owner, K. and Cashle)
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)
	LEDGEMENT
Š	
· ·	~~ <b>d</b>
This instrument was acknowledged be	fore me on the day of CTBEC
2023, by DR MOTHERMAN	ATTICA
[SEAL]	Ste Kin
SANDRA L PIPPER	ofary Public, State of Texas rinted Name: SANDICA POPUL y Commission Expires: 3 - 35 - 3

#### **EXECUTION AND ACKNOWLEDGMENT -ENTITY OWNER**

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS -BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

PRINT PROPERTY ADDRESS:	215 Coperator Dr.  Houston, TX. 77024.
	Print Name: Burday Smill  Print Title: 6 with Partner
	ACKNOWLEDGEMENT
STATE OF HATTIS	. § § §
This instrument was acknown by Prince Line Simula , as	owledged before me on the 34 day of 12 to be, 2023, Carner of 219 (arner user, 19, a pehalf of the said entity.
[SEAL]	Where Muching
	Notary Public, State of Texas
DENISE NEWBERG Notary ID #3964099 My Commission Expires June 2, 2024	Print Name: Druge 1 lender 17 My Commission Expires: 11. 24 28

Page \_\_\_ of \_\_\_ (Owner Acknowledgement)

#### **EXECUTION AND ACKNOWLEDGMENT - ENTITY OWNER**

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO)

PRINT PROPERTY ADDRESS: 233 Communication Dr. Houston, TX. 77024.	- :	
215 Command LP  (Print Name Owner)  By: 215 Command LP, Bandle  Print Name: Snable Sml  Print Title: General Patra	– 2 Sin 60 –	
<u>ACKNOWLEDGEMENT</u>		
STATE OF LINES S COUNTY OF MATTIS		
This instrument was acknowledged before me on the 24 day of Distribut, 2023, by Bradley Snith, as General Partner of 215 Carrier von, LP., a Texas LP, on behalf of the said entity.		
DENISE NEWBERG Notary ID #3964099 My Commission Expires June 2, 2024  Notary Public, State of Texas  Print Name: 1 1 1 5 4 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	<del></del>	
Page of (Owner Acknowledgement)		

#### **EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNER**

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS: 4 P.C. Houston, TX.	ALMAR 121/	
AM1/1800-		
(Signature of Owner)	(Signature of Co-Owner, if applicable)	
John S. Berson		
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)	
<u>ACKNOWLEDGEMENT</u>		
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS \$		
COUNTY OF HARRIS §		
This instrument was acknowledged before me on the 26 day of September.  2023, by		
[SEAL]	Reour C. E.	
LEONOR C. CHAVEZ	/ Leonie Con	
NOT	ary Public, State of Texas	
white.	ted Name: LONOY (. LMaye? Commission Expires: 10-33-3023	
IVIV	CONTRIBATION FACILITY OF A A CONTRIBATION OF A C	

#### EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO)

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

·	/'
PRINT PROPERTY ADDRESS: 416.	arrayon Dr. X. 77024.
Tetin B. Tyr	
(Signature of Owner)	(Signature of Co-Owner, if applicable)
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)
ACKNO	WLEDGEMENT
THE STATE OF TEXAS §	
HARR IS § COUNTY OF FORT BEND §	me cal he
	efore me on the 14 day of September.
2023, by Leticia B. Laya.	<u> </u>
[SEAL]	Think x
Simmonumentalian samanan samana s	Notary Public, State of Texa Printed Name: Sharron D TAHLORE
SHARON DENISE TAYLOR Notary ID #4483614 My Commission Expires March 20, 2027	My Commission Expires: 13-20-37
量	

#### EXECUTION AND ACKNOWLEDGMENT -INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS -BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

PRINT PROPERTY ADDRESS:	11 Sand 12 in gh som - 12 1.
(Signature of Owner)	(Signature of Co-Owner, if applicable)
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)
	OWLEDGEMENT
THE STATE OF TEXAS	
COUNTY OF HARRIS §	
This instrument was acknowledged	d before me on the <u>14</u> day of <u>SEPT</u>
2023, by CAROL G HOLDEN	V.ST/NI
[SEAL]	
	Notary Public, State of Texas
PARKASALGOGOGOGOGOGOGOGOGOGOGOGOGOGOGOGOGOGOGO	Printed Name:
SUSAN C TRIMBLE NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES JULY 29, 2017 25	My Commission Expires:

1
Page \_\_\_\_ of \_\_\_\_\_ (Owner Acknowledgement)

#### EXECUTION AND ACKNOWLEDGMENT -INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS -BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

· 	212 Calcidahan
	3818 Sandringham.
g= J	M-J2
(Signature of Owner)	(Signature of Co-Owner, if applicable)
OMar Khaunja	Mong Zaman
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)
<u>ACKNO</u>	WLEDGEMENT
THE STATE OF TEXAS §	
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §	
This instrument was acknowledged (2023, by CM291-2 AMA) M	before me on the 121/day of SCPTONISCE
[SEAL]	
	Notary Public, State of Texas Printed Name: Mimosa Flores
	My Commission Expires: 63 /64 / 26 24
	MIMOSA SCHRAER FLORES Notary Public, State of Texas Comm. Expires 03-04-2024 Notary ID 126214666

Page of \_\_\_ (Owner Acknowledgement)

# EXECUTION AND ACKNOWLEDGMENT – INDIVIDUAL OWNER (FIRST AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS: Houston, TX	8 Stondenghom	
Staten Molton (Signature of Owner)	(Signature of Co-Owner, if applicable)	
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)	
<u>ACKNOWLEDGEMENT</u>		
THE STATE OF TEXAS \$ COUNTY OF EORT BEND \$ This instrument was acknowledged before	fore me on the $\frac{3rd}{day}$ day of $\frac{0}{100}$	
2023, by Stanton Maldovan		
[SEAL]	- 1 Mt	
Notary Public, State of Texas  Comm. Expires 07-07-2026	otary Public, State of Texas inted Name:	

#### EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

PRINT PROPERTY ADDRESS: Houston, TX. 77024.	Maria de la companya del companya de la companya del companya de la companya de l	
(Signature of Owner)	(Signature of Co-Owner, if applicable)	
Pana Capan		
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)	
ACKNOWLEDGEMENT		
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §		
COUNTY OF HARRIS §		
This instrument was acknowledged 2027, by	before me on the,	
5.3. AT 100: 5	Notary Public, State of Texas Printed Name:  My Commission Expires:	

Page \_\_\_\_ of \_\_\_ (Owner Acknowledgement)

#### EXECUTION AND ACKNOWLEDGMENT – INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS -BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS: $_{}$	014 SANDRING, HAM
Houston, 1	TX. 77024.
Who	
(Signature of Owner)	(Signature of Co-Owner, if applicable)
11. BARRY KAHR	TAMME J. & HAN
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)
ACKNOV  THE STATE OF TEXAS   \$  COUNTY OF HARRIS   \$	VLEDGEMENT
This instrument was acknowledged b	efore me on the 2Mday of DCObM
2023, by W. BAKRY KAHN 4	TANNIE TILAHN
	Notary Public, State of Texas Printed Name: JENNIFER SMITH My Commission Expires: JUM 25, 2025

#### EXECUTION AND ACKNOWLEDGMENT -INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS -BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR **BAYOU WOODS ESTATES)** 

The undersigned Owner (whether one or more) of the "Lot" (real property) located in Bayou Woods, Section Two (2) and located at the address as set forth below, hereby votes for adoption of, and does hereby adopt, approve, and confirm the above Second Amendment of Amended and Restated Deed Restrictions - Bayou Woods, Section Two, on behalf of Owner and Owner's successors and assigns.

9015 SANDRINGHAM

PRINT PROPERTY ADDRESS: 9015	SANDRINGHAM.	
Houston, T)	K. 77024.	
Barbara James (Signature of Owner)	(Signature of Co-Owner, if applicable)	
PARBARA GAMSON (Print Name of Owner)	MICHAEL M. GX YSON (Print Name of Co-Owner, if applicable)	
ACKNOWLEDGEMENT		
THE STATE OF TEXAS §		
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §	•	
This instrument was acknowledged before me on the 7th day of oar,		
2023, by BARRAR GAMSON & MILAIT MURRY: LANSON		
[SEAL]  ASHVIN A. DESAI	JA -	
11501 AN 100 Common Combine 00 10 0000 II	otary Public, State of Texas	
Ti milities in the same in the	inted Ivaine.	
W	y Commission Expires: <u>Q - 12 - 9 09</u>	

#### EXECUTION AND ACKNOWLEDGMENT -INDIVIDUAL OWNER

(SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS -BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS: 902	-5 Sandringham
Houston,	TX. 77024.
(Signature of Owner)	(Signature of Co-Owner, if applicable)
Robert L Zoaich	
(Print Name of Owner)	(Print Name of Co-Owner, if applicable)
THE STATE OF TEXAS §  COUNTY OF HARRIS §	before me on the 21 day of
2023, by ROBERT L. ZO	DRICH .
[SEAL]	Dymm,
DEVON MOORE RUSLING	Notary Public, State of Texas  Printed Name: <u>DEVON M RUSL (MG)</u> My Commission Expires: <u>/-//-2025</u>

# EXECUTION AND ACKNOWLEDGMENT \_ INDIVIDUAL OWNER (SECOND AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS \_ BAYOU WOODS, SECTION TWO)

PRINTAPROPERTY ADDRESS: 9222 Saylymphan DWC.		
Housdan,	TX. 77024.	
(Signatur Cof Owner)	(Signature of Co.Owner if applicable)	
Print Name of Owner)	(Print Name of Co.Owner, if applicable)	
ACKNOWLEDGEMENT		
THE STATE OF TEXAS §		
COUNTY OF FORT BEND §  This instrument was acknowledged before me on the 21 day of September.		
2023, by Raza Dasha	·	
[SEAL]	Belinda Dray	
BELINDA JO GRAY Notary ID #1 253 320 3 My COmmissian EXpiles	Printed Name: Ne Line Cray  My Commission Expires: 1)4.224	
April 22, 2024	•	

# EXECUTION AND ACKNOWLEDGMENT – INDIVIDUAL OWNER (FIRST AMENDMENT OF AMENDED AND RESTATED DEED RESTRICTIONS - BAYOU WOODS, SECTION TWO, AND DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES)

PRINT PROPERTY ADDRESS: 250 Nouston, TX.	3 Andringham DV.	
Pucey 2		
(Signature of Owner)	(Signature of Co-Owner, if applicable)	
Print Name of Owner)	(Print Name of Co-Owner, if applicable)	
<u>ACKNOWLEDGEMENT</u>		
THE STATE OF TEXAS §		
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §	and a	
This instrument was acknowledged before	ore me on the $\frac{S}{S}$ day of $\frac{S}{S}$	
2023, by Russell 1. Krdy		
[SEAL]		
	tary Public, State of Texas	
State of Texas	nted Name: Vaniers Hunter	
Comm Expires 07-07-2020	Commission Expires: 7, 2006	
Notary ID 129876062		

RP-2024-30033 # Pages 40 01/29/2024 02:08 PM e-Filed & e-Recorded in the Official Public Records of HARRIS COUNTY TENESHIA HUDSPETH COUNTY CLERK Fees \$177.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

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.

OF HARRY COUNTY, AND A STATE OF THE STATE OF

Linishin Hudgelth COUNTY CLERK HARRIS COUNTY, TEXAS