

U597889

534-40-0526

amended

AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO
(Effective September 1, 2001)

08/31/00 300439679 U597889

\$176.7

WHEREAS, by instrument dated September 25, 1945, Robert S. Durno imposed certain restrictions, recorded in the Deed Records of Harris County, Texas, at Volume 1403, Pages 311-313, on the following described tract of land:

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Tract No. 1: A part of Lot 4 of the subdivision of the Peter Wilson Tract, James Wharton Survey, Harris 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°31' east 150.5 feet; THENCE south 89°47' east 110.3 feet; THENCE south 71°28' east 174.9 feet; THENCE north 31°35' east 250.36 feet to south line of Memorial Drive; THENCE 60 feet along south line of Memorial Drive to southeast corner of intersection of Memorial and Buckingham Drives; THENCE south 31°35' east 297 feet more or less to the southwest corner 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°07' west 130 feet; THENCE south 49°41' east 142.85 feet; THENCE south 40°49' east 145.93 feet; THENCE south 41°37' east 139.61 feet; THENCE south 36°17' east 167.05 feet; THENCE south 36°21' 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' east 279.82 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 corner 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°39' 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. Durno 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

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* AFTER RECORDING, PLEASE RETURN TO:

Mr. W. Barry Kahn
c/o The Hettig Companies
1177 West Loop South, Suite 1475
Houston, TX 77027

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") and;

WHEREAS, by instrument dated May 9, 1946, recorded in the Deed Records of Harris County, Texas, at Volume 1448, pages 127 and 128, the said Robert S. Durno amended said restrictions (said amendments and the prior restrictions, as amended, herein the "Original Covenants");

WHEREAS, Robert S. Durno placed further restrictions and covenants on individual lots in this subdivision and other adjoining and nearby lots by separate deeds to predecessors in title or the current owners hereof ("Deeds from Durno"); and

WHEREAS, the Original Covenants provided, in part, that they were to run with the land "until September 1, 1971, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the owners of title to the majority of the lots in this subdivision, it is agreed to change said covenants in whole or in part, which agreement to change the covenants in whole or in part shall be effected by filing the same for record in the Deed Records of Harris County, Texas, at least one(1) year prior to the expiration of the 25-year period or 10-year periods thereafter"; and

WHEREAS, by instrument entitled "Affidavit Regarding the Amended Deed Restrictions for Bayou Woods, Section Two," filed for record in the Office of the County Clerk of Harris County, Texas, under said Clerk's File Sequence No. M297929 and recorded

in the Official Public Records of Real Property of Harris County, Texas (the successor records to the Deed Records of Harris County, Texas), the owners of title to the majority of the lots in the Subdivision agreed to change the Original Covenants by filing for record in the Deed Records of Harris County, Texas, at least one(1) year prior to the expiration of the then applicable 10-year period, an instrument entitled "Amended Deed Restrictions, Bayou Woods, Section Two," to become effective September 1, 1991 (the "Amended Restrictions"); and

WHEREAS, by Final Judgment dated December 15, 1997, in Cause No. 93-037712, in the District court of Harris County, Texas, 270th Judicial District, styled Parvizian, et al v. Bayou Woods-Oak Hill Association of Property Owners, Inc., et. al., (the "Judgment") the Court decreed, in part, "that there is a valid general plan or scheme of development for Bayou Woods, Section Two which includes the rule as set forth within the recorded 1989 Amendments . . . that ' . . . only one residence shall be constructed on each lot, except as permitted by the restrictions and covenants contained in Deeds from Durno pertaining to that respective lot, . . . ' (emphasis added), PROVIDED that where the lot or portion thereof in issue is in excess of four (4) acres in size, then not more than two residences may be constructed thereupon with each such home site formed therefrom and any related residence to be in compliance with all other covenants and restrictions relevant thereto;" and

WHEREAS, the Amended Restrictions provided, in part, that they were "to run with the land and shall be binding on all the parties and all persons claiming under them, until

September 1, 2001, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that the owners of title to three-fifths (3/5's) of the net area of land in Bayou Woods, Section Two (2), may, by written agreement signed by them and recorded in the Deed Records of Harris County, Texas, at least one (1) year prior to the expiration of any 10-year period change these covenants in whole or in part; and further provided that such written agreement shall be preceded by at least thirty (30) days' written notice to all owners of record, mailed to the address of the land owned in Bayou Woods, Section Two (2), and to the address shown by the most recent Tax Roll Record of Harris County, Texas"; and

WHEREAS, the undersigned, who are owners of title to three-fifths (3/5's) of the net area of land in Bayou Woods, Section Two (2), desire, by written agreement, to amend and restate the Amended Restrictions (as upheld and interpreted by the Judgment) and to recite in a single instrument all of the uniform restrictions applicable to the land in Bayou Woods, Section Two (2); but, to the extent that Deeds from Durno contain non-uniform restrictions and covenants, such restrictions and covenants are not affected.

NOW, THEREFORE, the undersigned owners of title to three-fifths (3/5's) of the net area of land in Bayou Woods, Section Two (2), hereby place the following amended reservations, restrictions and covenants to apply uniformly to the use, occupancy and conveyance of all lots in Bayou Woods, Section Two (2), and each contract or deed which may be hereafter executed with regard to any of the lots in said Bayou Woods, Section Two

(2), shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements as though set out in full or by reference in said contract or deed; but, to the extent that Deeds from Durno contain more restrictive non-uniform restrictions and covenants, such more restrictive non-uniform restrictions and covenants are not affected. To the extent that these Amended and Restated Deed Restrictions ("these Restrictions") conflict with prior restrictions and covenants (other than such more restrictive non-uniform restrictions and covenants contained in the Deeds from Durno), these Restrictions shall control.

1. Use of Lots; Architectural Covenants.

A. Single Family Residential Dwelling Purposes Only: All lots in the Subdivision shall be used for only single-family residential dwelling purposes. Only one single-family may occupy the residence constructed on a lot. No activity shall be conducted on any lot (i) in connection with which members of the public generally or specific clients or customers are invited or welcome to the lot for or in connection with business related purposes, (ii) that, other than bona fide servants occupying living quarters in a garage structure, permits or requires other than family members to regularly come onto the lot and to use or occupy less than all of the lot in exchange for valuable consideration, (iii) that requires the storage of any supplies, property or material in or around the lot visible from the street, or (iv) that creates a public or private nuisance.

B. Only One Single Family Residential Dwelling Unit and Related Improvements: Except as may be expressly permitted by the restrictions and covenants contained in Deeds from Durno pertaining to a particular lot and the Judgment, no

buildings or structures shall be placed or erected on any lot except (i) one single-family dwelling residence which shall not exceed three stories of living space in height, plus attic space (whether finished or unfinished), not to exceed, in the aggregate, at the highest point of the completed Improvements, 38 feet in height, together with (ii) an enclosed private garage (attached or detached) which will contain no more than Five (5) car spaces, and (iii) other outbuildings to be used in connection with such residence, all constructed within the applicable setback lines. The garage structure may contain living quarters for bona fide servants or non-paying guests of the owner or occupant of the said single-family dwelling residence. Neither the garage nor any other outbuilding shall exceed the height of the main residence. "Other outbuildings" may include one guest house and/or other structure permitted by these Restrictions, in addition to the single family dwelling residence.

C. Non-Uniform Restrictions. To the extent that these amended and restated restrictions and covenants conflict with, or are less restrictive than any additional non-uniform restrictions imposed in original deeds, the non-uniform restrictions contained in such deeds shall control.

D. No Subdivision of Lots. Except as may be expressly permitted by the restrictions and covenants contained in Deeds from Durno pertaining to a particular lot and the Judgment, no platted lot shall be further subdivided.

2. Architectural Approval Required: No building, structure, fence or other improvements (singly or collectively herein "Improvements") shall be erected, constructed, installed, placed or altered on any lot until the construction plans and specifications and a survey plat showing the location of same on such lot have been approved in accordance with these Restrictions. No construction shall begin until the owner has received final written approval of the owner's plans. Plans and specifications for any new Improvements, or any addition or alteration to any existing Improvements, (i) shall be submitted to the Architectural

Review Committee (the "Committee") of the Association, as such Association is hereinafter defined, for consideration and (ii) shall include indications as to use, quality of workmanship and materials, and location with respect to property lines, easements, setback lines, topography and finish grade elevation. Each residence shall face a dedicated street, except with written approval of the Committee prior to construction of said residence. The exterior design and color of new Improvements, and additions and alterations of existing Improvements, shall be in harmony with the esthetics and values of the neighborhood. All permanent Improvements other than the residence shall conform to the architecture of the residence on the same lot. Such Committee may tentatively approve or reject plans in whole or in part subject to the correction or change of one or more aspects of such plans or the inclusion in such plans of some requirement with respect to existing Improvements. Upon approval or rejection of such plans, the Committee shall inform the owner of such Committee's decision in writing, with a copy to the President of the Association.

A. Failure of Committee to Act or Rejection of Plans by the Committee. If the plans and specifications have not been approved or rejected by the Committee within forty-five (45) days from the date of submission, then said plans and specifications shall be deemed rejected. Whenever plans and specifications have been deemed rejected or actually rejected by action of the Committee, the owner who submitted the same shall, if such owner desires to proceed, submit such plans and specifications to no less than two officers of the Association requesting review of same by the Board (as hereinafter defined). Notwithstanding deemed or actual rejection of said plans by the Committee, the Board shall have the power to approve such plans in accordance with these Restrictions.

B. Failure of the Board to Act; Consequences to Owner. If the Board fails to act within thirty (30) days after such plans have been submitted to an officer of the Association requesting review of the action or inaction of the Committee, then--

(i) If the plans were deemed rejected by inaction of the Committee, the plans shall be deemed approved as a result of the inaction of the Board; or

(ii) If the plans were actually rejected by action of the Committee, then the plans shall remain rejected in the face of inaction by the Board.

C. Rejection of Plans; Appeal. If the plans are rejected under the provisions outlined above or rejected by action of the Board, then the owner may submit a written request to appeal the rejection of the plans. Such written request shall be sent to the President or a vice President of the Association by certified mail return receipt requested. In such written request the owner shall designate an architect who shall be the owner's representative. If the owner does not designate an architect to be the owner's representative, the written request for an appeal is not valid and the Association need not act upon the request.

(i) Upon receipt of a valid request from an owner for appeal of the rejection of the owner's plans, the Board shall, within 15 days of receipt of such request, designate in writing an architect to be the Association's representative and shall send a copy of such designation to the owner who submitted the request for appeal, to the owner's representative who was designated by the owner in the owner's valid written request for such appeal, and to the Association's representative.

(ii) The owner's representative and the Association's representative shall, within 15 days of such designation by the Board, select and designate a third architect (the "Third Architect") who, together with the owner's representative and the Association's representative, shall review the plans and specifications originally submitted to the Association for review (or any modified or revised plans prepared by or at the owner's request and submitted to the Association for consideration in lieu of or as a supplement to the original plans).

(iii) A majority of the three architects shall have the authority to approve or reject such plans and specifications in accordance with these Restrictions. Any alteration or amendment of approved plans and specifications shall be submitted for approval in the same manner as submission of original plans and specifications.

(iv) Neither the Association nor the Committee nor the architects acting in connection with an appeal shall approve any improvements, additions or alterations which do not conform to these Restrictions.

(v) The cost of the owner's representative shall be paid by the owner. The cost of the Association's representative shall be paid by the Association. The cost of the Third Architect shall be paid equally by the owner and the Association. The Board may require the owner to deposit with the Association the owner's estimated share of the cost of the Third Architect. If the Board elects to do so, the Board shall so state this requirement and the amount of the owner's deposit in its designation of the Association's representative pursuant to paragraph (i), above.

(vi) All architects designated or selected pursuant to the terms hereof shall be licensed to practice architecture under the laws of the State of Texas.

(vii) If the three architects fail to act within 35 days of such designation by the Board, then the plans shall be deemed rejected for purposes of these Restrictions. By written instrument from the owner to the three architects, the owner may extend the time for the architects to act in order to avoid automatic deemed rejection of the owner's plans.

D. Correction of Existing Violations. If any owner desires to modify, alter, increase or otherwise change any existing Improvements on a lot, which modification, alteration, increase or change would cause the "footprint" of the existing Improvements to change in any regard, then the Committee (or the Board or the three architects, as the case may be) may require such owner to correct any then existing violation of these Restrictions in order to bring all existing Improvements on the lot into compliance with these Restrictions regardless of when such existing Improvements were originally constructed. In determining whether to impose such requirement, the Committee (or the Board or the three architects, as the case may be) shall consider the nature and extent of any existing violation, the cost to the owner to correct same, and the benefit to the Subdivision as a whole from bringing such Improvements into compliance or the detriment to the Subdivision as a whole in allowing such violation to continue.

E. Approval of Plans Continuing an Existing Violation; No Waiver. The approval by the Committee (or the Board or the three architects, as the case may be) of plans which reflect or allow the continued existence of a pre-existing violation of

these Restrictions (or any part thereof) shall not constitute a waiver of any part of these Restrictions with respect to any subsequent or future proposed Improvements or changes to existing Improvements with respect to such owner's lot or any other lot in the Subdivision.

F. Application by Committee Member or Board Member. In any instance where the owner seeking approval from the Committee or the Board is a member of the Committee or the Board, such owner shall not participate in any action or proceedings of the Committee or Board in connection with such owner's request or application. In any instance where the owner seeking approval from the Committee or the Board is a member of either the Committee or the Board, such owner shall give any notice or communication required hereby, in writing, to another member of the Committee, another member of the Board, or another officer of the Association, as the case may be, and send a copy of such notice or communication both to another member of the committee or the Board and to the president of the Association (or, where such owner is the president, to any vice-president of the Association).

G. Architectural and Construction Guidelines. The Committee shall have the authority to set architectural and construction guidelines, including guidelines for the construction of fences and walls, consistent with these Restrictions, and shall furthermore have the authority to allow variances from such guidelines consistent with the appearance of the neighborhood and the requirements of these Restrictions. The failure to set guidelines with respect to a particular matter is not a waiver of the Committee's right to approve construction or modifications, nor is the allowance of a variance from any guideline a waiver of the guideline or of any provision of these Restrictions.

3. Association.

A. Membership. All property owners in the Subdivision shall be members of Bayou Woods - Oak Hill Association of Property Owners, Inc. (the "Association") and shall be bound by the Bylaws of the Association and the Rules and Regulations promulgated by the Board of Directors (the "Board") of the Association.

B. Duties. The Association shall have the powers and obligations of performing and enforcing the duties set forth under these Restrictions, any Articles of

Incorporation and/or Bylaws and duly adopted rules and regulations of such Association, and Chapter 204 of the Texas Property Code. The Association shall have the duty, power and obligation to collect and administer the Annual Assessments and other charges provided for herein for the property owners. Such assessments shall be used solely for the enforcement of restrictions and covenants, the maintenance and beautification of the public areas within and surrounding the Subdivision and for any other use approved by the Board as being in the best interest of the property owners. All actions permitted, authorized or required of the Association, unless these Restrictions or some provision of law expressly requires a vote of the owners of the lots in the Subdivision, shall be taken by the Board in accordance with the bylaws of the Association and may be implemented by any officer of the Association.

C. Withdrawal. At any time, the then current owners of three-fifths (3/5) of the lots of the Subdivision may elect by written instrument signed by the then current owners of three-fifths (3/5) of the lots of the Subdivision to join an association other than Bayou Woods - Oak Hill Association of Property Owners' Inc., or to form their own association, and withdraw the Subdivision and all lots in the Subdivision from the Bayou Woods - Oak Hill Association of Property Owners, Inc. In the event the then current lot owners of three-fifths (3/5) of the lots elect by written instrument to withdraw the Subdivision from Bayou Woods - Oak Hill Association of Property Owners, Inc., they shall either form their own association or join another association by election at the time of withdrawal. An original counterpart of the instrument by which the then current owners of three-fifths (3/5) of the lots of the Subdivision have taken any such action shall not be effective until the same is recorded in the Official Public Records of Real Property of Harris County, Texas. All references to Association shall be to the then operative association of which all property owners shall be members. A newly formed association shall initially have articles of incorporation and bylaws substantially the same as those for Bayou Woods-Oak Hill Association of Property Owners, Inc.

D. Non-Waiver. Except as provided above with respect to a vote of the then current owners of three-fifths (3/5) of the lots in the Subdivision, no owner may withdraw from the Association so long as such person is an owner of a lot in the Subdivision.

4. Animal Husbandry. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No homeowner shall maintain or keep a number of pets prohibited by City of Houston Ordinance. Every dog, cat or other household pet shall at all times, except when they are confined within the Lot, be restrained by a leash, rope or other similar restraint.

5. Vehicles

A. Parking of Recreational Vehicles and Other Non-Uniform Motorized or Non-Motorized Vehicles. No recreational vehicles, manufactured homes, mobile homes, motor homes, vehicles displaying advertising, commercial vehicles, trucks with more than four tires, trucks heavier than three-fourths (3/4ths) ton pickups, trailers or boats on trailers (as such terms may be defined in Federal or State laws or regulations), herein collectively "Recreational Vehicles" or, singly, "Recreational Vehicle", shall be parked on the drive areas of a residence lot between the front setback line and the front property line of the street on which the residence fronts and no such Recreational Vehicle shall be parked on the street in front of or on the street on the side of such residence lot for more than an accumulative total of forty-eight (48) hours per calendar month. This clause shall not be construed to prevent overnight on-street parking for private passenger vehicles, other pickup trucks and mini-vans.

B. Other Vehicles. Private passenger vehicles, other pickup trucks and mini-vans, together with Recreational Vehicle or Recreational Vehicles, are sometimes hereinafter referred to collectively and generically as "Vehicle" or "Vehicles." No junked or non-operative Vehicle (or Vehicle from which tires, wheels and/or axles have been removed) which is stored or kept on any lot shall be visible from the street.

C. Parking of Vehicles, Generally. All Vehicles shall be parked on paved portions of a lot. No Vehicle shall be parked off of a paved portion of a lot, e.g., such as on grass or ground covering or in landscaped areas.

6. Maintenance of Lots. Grass, vegetation and weeds on each lot shall be cut, trimmed, edged and/or watered as often as may be necessary to maintain the same in a neat and attractive manner. If the owner of the lot fails to do so within ten (10) days after written notice shall have been given, the Board may have the same cut, trimmed, edged and/or watered at the expense of the property owner.

Dead or noticeably unhealthy plants or trees (including tree stumps), or portions thereof, shall be removed and disposed of at property owner's expense. If the property owner fails to do so within thirty (30) days after written notice shall have been given, the Board may have the same removed and disposed of at the expense of the property owner.

The property owner shall be obligated to pay the cost of all maintenance, removal and disposal within thirty (30) days, the payment of which is secured by the lien which secures the Annual Assessments as herein provided. Entrance to the property in order to perform maintenance, removal and disposal by an authorized contractor or representative of the Board is authorized by such owner and shall not be deemed to constitute trespassing.

In the event of a partial loss, or damage and destruction resulting in less than total destruction of a residence, the individual owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event the owner decides to construct new or different Improvements (not consistent with the original construction), the owner shall be required to submit plans for such new or different Improvements and secure approval of same prior to commencing construction, in accordance with Section 2, above. In the event that the structure is totally destroyed and the individual owner determines not to rebuild or to reconstruct, the individual owner shall clear the lot of all debris (including the slab or other foundation and related plumbing) and return it to substantially the natural state in which it existed prior to the beginning of construction. Said lot shall be regularly cut and maintained in a neat and attractive manner. Water service shall be retained for lawn maintenance.

7. Improvements. Each residence erected on any lot shall (a) cost not less than \$250,000.00 to erect or have an appraised market value upon completion of not less than \$250,000, not including the market value of the land, adjusted each year in proportion to changes in the Consumer Price Index or its successor, having 1988 as its base year, and (b) contain at least 2500 square feet of ground floor space for a one-story dwelling, or 1500 square feet of ground floor space for a two-story dwelling. If the appraised value method is used, the appraiser shall be approved by the Committee.

8. Set Back Lines. No Improvements (other than fences which have been approved by the Committee) shall be erected nearer than seventy-five (75) feet from the street on which the lot fronts, unless permitted by the Original Deed from Durno for that specific lot and except for Lot 21, with respect to which no Improvements (other than fences which have been approved by the Committee) shall be erected nearer than forty (40) feet from the street on

which the lot fronts. No Improvements (other than fences which have been approved by the Committee) shall be erected nearer than twenty (20) feet to the side of the property line of any lot nor erected nearer than twenty (20) feet to the rear property line.

9. Certain Buildings; Signs.

A. Outbuildings: No Vehicle, basement, tent, shack, garage, barn or other outbuilding erected on any of the lots shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence; however, a garage, guest house or servant's house situated on the property may be occupied as a residence by domestic servants or non-paying guests, but only after the erection of the main residence.

B. No Temporary Buildings: No tool houses, lean-tos, outbuildings, or temporary buildings, that are visible from a street shall be permitted.

C. Signs. No sign of any kind shall be displayed to the public view on any lot except the following: (1) one sign of not more than five (5) square feet in area advertising the property under construction by a builder or by an owner, for sale or rent, or signs used by the Association and authorized by the Board of Directors; (2) not more than two (2) security warning signs of not more than one and one-half (1 ½) square feet in area shall be displayed on any one lot, unless approved by the Association; and (3) not more than three signs, each not more than five (5) square feet in area, supporting or opposing a candidate for election or a supporting or opposing a ballot proposal, such signs to be maintained on a lot no more than six (6) months prior to the date of voting in such election and no more than two (2) weeks following such election.

10. Fences. No fence, wall or hedge, or any modification or replacement thereof, shall be placed on any lot after the effective date hereof without the prior written approval of the Committee. Once erected, all fences must be maintained in a good state of repair. After the effective date of these Restrictions, new or replacement fences must be of solid wood, masonry or wrought iron construction, utilizing conventional fencing material. No fence will be permitted between the street and front building setback line and/or side building setback line (if residence is on a corner lot) unless approved by the Committee. No wire or hurricane fences shall be erected unless not visible from the street, except that this prohibition shall not apply to tennis court fencing so long as prior written permission is obtained from the Committee. Approval of fences must be obtained in accordance with the procedure set forth in Section 2 of these Restrictions.

11. A. Prohibition of Offensive Activities; Requirement of Upkeep and Compliance with Law:

No activity, whether for profit or not, shall be conducted on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood. The Board has the right to determine which activities are considered annoying, noxious or a nuisance. All homes and improvements shall be maintained in a satisfactory condition as determined by the Board.

If a property owner fails or refuses to properly maintain the property after thirty (30) days written notice, the Board may contract for the maintenance. The owner shall be obligated to pay the cost of all such maintenance (or reimburse the Association for such cost if paid by the Association) within 30 days of completion of the work. The reimbursement of the Association for any amount paid by it shall be secured by the lien which secures the annual assessment as herein provided. If the owner fails to pay, the Association is entitled to have a judgment for the cost of such maintenance, with interest thereof, plus reasonable attorneys' fee, and to enforce the lien against the property for such amounts.

B. Garage and Yard Sales: With respect to any one lot, no person shall conduct within any one calendar year more than one garage sale, yard sale or any other form of sale, of articles from a residence or from any part of a lot or any improvement on a lot.

C. Mineral Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil, natural gas or minerals of any kind shall be erected, maintained, or permitted upon any Lot.

D. Compliance with Applicable Laws: In the use, ownership, construction, maintenance, repair and possession of a lot in the subdivision, each owner and occupant of such lot shall comply with all applicable laws, ordinances and regulations.

E. Maintenance of Streets During Construction. Whenever construction activities of any nature is being conducted or performed or is occurring on any lot, the

owner of such lot is responsible for cleaning any mud, trash or debris left, deposited, dropped or placed by any of such owner's contractors, subcontractors, laborers or materialmen, or then agents, employees or invitees in the subdivision.

12. Assessments.

A. Owners. "Owners," as used herein, shall include those who have legal title to the land in the Subdivision, except it shall not include a person whose only interest in a lot is as the owner or holder of a vendor's or other lien on such lot.

B. Annual Assessment: All lots in the Subdivision shall be and same are hereby subjected to an annual maintenance charge ("Annual Assessment"), as annually fixed by the Association, of not more than One Hundred Fifty and No/100 Dollars (\$150.00) ("Ceiling Rate"); provided that the Ceiling Rate shall be adjusted yearly by the Association to the extent the Consumer Price Index for all Urban Consumers (Houston area 1982-84=100) ("CPI-U") is increased in any subsequent year over the prior year. The Board of Directors of the Association may adjust the Annual Assessment in any year to an amount not to exceed the then current Ceiling Rate should they determine a need for such increase.

C. Effect of Non-Payment of Assessments/Liens: Any Annual Assessment or other charge provided for herein not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) fifteen percent (15%) or (ii) eighty percent (80%) of the highest rate of interest permitted by the laws of the State of Texas to be charged on individual contract obligations. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot. Any costs, including attorney fees, incurred by the Association in the pursuit of collection of delinquent accounts remain the personal liability of the owner of the property at the time the assessment fell due and remains a continuing debt against the property.

D. Lien to Secure Assessment and Other Charges: To secure the payment of all Annual Assessments and other charges provided for herein and to be levied on individual residential Lots or Residences, a lien for the benefit of the Association is hereby reserved against each lot as if set forth in each Deed (whether specifically stated therein or not) by which a Grantor shall convey any such Lot, said lien to be enforceable through appropriate proceedings at law and/or in equity by any property owner or the Association. Each owner, by acceptance of a deed to a lot in the

Subdivision, grants to the Association, in accordance with the provisions hereof, a power of sale of such owner's lot to secure the obligation of such owner to pay all annual assessments and other charges validly assessed by the Association against such owner's lot. In addition to the lien established hereby and the power of sale created pursuant to these provisions, each owner shall be personally liable for all assessments against such owner's lot during the period of time within which such owner has legal or equitable title to such lot.

E. Subordination of the Lien to Mortgages: The lien created to secure the payment of the maintenance fee and all Annual Assessments and other charges provided for herein shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Owner of any Lot to secure the payment of monies advanced or to be advanced on account of any loan of a type described in Section 50, Article XVI of the Texas Constitution. Prior to any proceeding by the Association to enforce its lien upon any Lot upon which there is an outstanding valid lien of record at least 45 days prior to the Association's action, apparently for one of the types of loans described in Section 50, Article XVI of the Texas Constitution, the Association shall give the holder of such valid lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such lien holder by prepaid U.S. Certified Mail, Return Receipt Requested, and shall contain a statement of the delinquent charges or Annual Assessments upon which the proposed action is based. Upon the request of any such lienholder, the Association shall acknowledge in writing to the lienholder, its obligations to give the foregoing notice with respect to the particular lot covered by such mortgage lien.

F. Transfer and Other Fees. Pursuant to Section 207.003(c) of the Texas Property Code, added by chapter 1198, Acts 1999, 76th Leg., the Association may charge a reasonable fee to assemble, copy, and deliver the information required by said Section 207.003 of such Code and may charge a reasonable fee to prepare and deliver an update of a resale certificate.

13. Enforcement. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association or any person or persons owning any real property situated in this Subdivision to prosecute any proceedings at law and/or in equity against the person or persons violating or attempting to

violate any such covenant, and either to prevent him or them from so doing or to recover damages, including costs and attorney fees, or other dues from such violation. Failure by the Association or any person or persons owning any real property situated in this Subdivision to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

14. Severability. Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

15. Additions. Owners of Property adjoining lots 29, 30 and 31 of this Subdivision may subject all or any part of their property to these Restrictions and become members of the Association by executing an affidavit electing such action and filing said affidavit of record in the real property records of Harris County, Texas. The owners of property not in the Subdivision but between lots 33 and 34 of the Subdivision may subject such property to these Restriction and become members of the Association by written instrument signed and acknowledged by all of such owners and filed for record in the property records of Harris County, Texas, stating such intentions in such instrument.

16. Carnarvon Safety Facility. The owners of lots fronting on Carnarvon, Sandringham and Farish Circle, which lots are accessible from Memorial Drive by way of Carnarvon, being all or part of lots five through ten and 24 through 34 of the Subdivision, desire to have a safety facility (herein "safety facility") at or near the entrance to the Subdivision on Carnarvon. Such owners have determined that it is presently not practicable to place such facility in the public right-of-way on Carnarvon. The owner of lot 10 is willing for such facility to be placed on a portion of lot 10. Notwithstanding anything seemingly to the contrary contained in these Restrictions, the following provisions shall apply to the placement, construction, use and maintenance of a safety facility on a portion of lot 10.

A. A safety facility may be placed, constructed, used and maintained on that portion of lot 10 of the Subdivision between the Carnarvon property line and the setback line at such specific location as the owner of Lot 10 and the Association shall

agree upon and designate by written instrument filed in the Official Public Records of Harris County, Texas (such specific location, when and if so designated, herein called the "safety parcel"). This constitutes an amendment of these Restrictions and the Subdivision Plat (defined below) applicable to the safety parcel as it relates to the setback line and use restrictions.

B. The placement, construction, use and maintenance of a safety facility on the safety parcel shall not constitute a violation of the setback line and use restrictions contained herein and applicable to lot 10.

C. The placement, construction, use and maintenance of a safety facility on the safety parcel shall not constitute a violation of the setback line restrictions applicable to lot 10 and set forth on the plat of the Subdivision recorded in volume 18, page 46 of the Map Records of Harris County, Texas (herein the "Subdivision Plat").

D. The owner of lot 10 is hereby permitted to file a replat of the Subdivision Plat, with respect to lot 10 only, without vacating the Subdivision Plat, to evidence the existence, location and placement of the safety parcel, (if deemed necessary) to modify the setback line shown on the Subdivision Plat along Carnarvon only, applicable to lot 10 only, to accommodate the existence and location of the safety parcel, and to denote the fact that a safety facility may be placed, constructed, used and maintained on the safety parcel. Such a replat shall not be considered an amendment or removal of these Restrictions as described in Section 212.014(c) of the Texas Local Government Code (herein the "Code"). The owners of other lots in the Subdivision within 200 feet of lot 10 who sign and approve these Restrictions hereby waive the right to notice pursuant to Section 212.015(b)(2) of the Code and the right to file a legal protest to such replat as described in Section 212.015(c) of the Code.

E. Before any safety facility is placed and constructed on the safety parcel (or thereafter modified in any respect), the plans and specifications for same shall be submitted to and approved in accordance with the provisions of Section 2, above.

F. A safety facility may consist of a building, not exceeding one story in height, with an exterior appearance consistent with the esthetics of the Subdivision; a driveway from Carnarvon to the structure; a parking area for one vehicle; reasonable and appropriate utility services; exterior lighting to provide adequate visibility at night of the structure and the adjoining street area; and other features consistent with the intended purpose of such facility.

G. Neither the Association nor the owners of lots one through four and 11 through 23 of the Subdivision shall have any liability or responsibility whatsoever for the costs of, or liability arising out of, the placement, construction, use and maintenance of a safety facility on the safety parcel. The Association shall cooperate with the owner of the safety parcel and the safety facility and those property owners participating in the financing of the placement, construction, use and maintenance of the safety facility on the safety parcel to the extent such cooperation is necessary to the effective and successful operation of the safety facility. No lot owner signing these Restrictions shall be responsible for any part of such financing unless such owner has executed a separate written instrument undertaking part of such responsibility.

H. The safety parcel may be leased or conveyed to and, together with any safety facility placed and constructed thereon, owned, operated and maintained by a non-profit corporation or other entity separate from the Association.

17. Amendments. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until September 1, 2011, at which time said covenants shall be automatically extended for successive periods of ten (10) years each; provided, however, that the owners of title to a majority of the acreage of the lots in the Subdivision (as reflected on the plat of the Subdivision) may, by written agreement signed by them and recorded in the Official Public Records of Real Property of Harris County, Texas, at least one (1) year prior to the expiration of any ten (10) year period, change these Restrictions in whole or in part; and further provided that the Board shall furnish written notice of such agreement to all owners of record for each lot in the Subdivision, mailed to the address


of the lot in the Subdivision, and to the name and address of the person in whose name such lot is listed on the records of the Harris County Appraisal District for the immediate preceding year, within thirty (30) days' after such agreement has been filed for record in the Office of the County Clerk of Harris County, Texas. If there is more than one owner of a lot and they are not in unanimous agreement to join in any such amendment, then such lot shall not be counted as agreeing to any such amendment. Each owner (whether one or more) of a lot shall have a weighted vote based on the ratio of the acreage of such owner's lot to the aggregate of all acreage of all lots in the Subdivision. In any case where a platted lot has been subdivided as permitted by the Deeds from Durno, the owner of each respective part shall have a separate vote based on the acreage of such owner's part of the platted lot. The Board shall determine the acreage of each lot (or part thereof) and the Board's decision same shall be final and binding on all owners.

EXECUTED by the aforementioned owners of real property in the Subdivision, as evidenced by the attached signature pages, on the respective dates indicated, to be effective when recorded in the Official Public Records of Real Property Records of Harris County, Texas (being the official successor to the Deed Records).

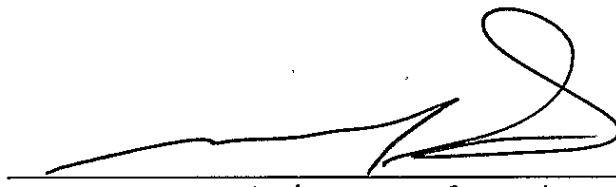
THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<u>Russell T. Rudy</u> (Please print)	Address: <u>9250 Sandringham</u> Houston, Tx 77024
<u>Katherine J. Rudy</u> (Please print)	Legal description: Lot <u>1</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas


(Signature)

Date: 7-17-00, 2000

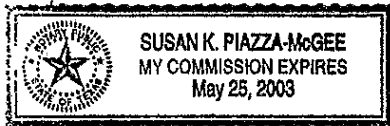

(Signature) Katherine J. Rudy
by Russell T. Rudy
Under P.O.A.

Date: 7-17, 2000

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of July, 2000,
 by RUSSELL T. RUPY.

[SEAL]



Susan K. Piazza-McGee
 Notary Public in and for
 The State of Texas

SUSAN K. PIAZZA-McGEE
 Printed Name of Notary

My Commission Expires: 5/25/2003

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ___ day of _____, 2000,
 by _____.

[SEAL]

 Notary Public in and for
 The State of Texas

 Printed Name of Notary

My Commission Expires: _____

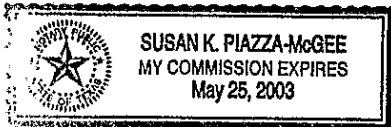
534-40-0549

(Fiduciary Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of JULY, 2000, by RUSSELL T. RUDY, trustee/executor P.O.A. of KATHERINE J. RUDY.
(Strike inappropriate title; fill in name of trust/estate, as appropriate)

[SEAL]



Susan K. Piazza-McGee
Notary Public in and for
The State of Texas

SUSAN K. PIAZZA-MCGEE
Printed Name of Notary

My Commission Expires: 5/25/2003

(limited partnership acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2000, by _____, general partner of _____, a _____ limited partnership, on behalf of said partnership.

[SEAL]

Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>Ellis</i> ELLIS RUDY (Please print)	Address: _____ 9222 SANDRINGHAM DRIVE Houston, Tx 77024
BEVERLY RUDY (Please print)	Legal description: Lot <u>2</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

Beverly Rudy
(Signature)

Date: *July 22*, 2000

Ellis Rudy
(Signature)

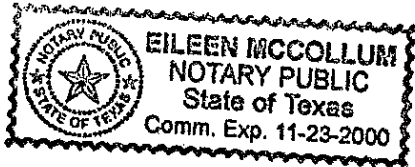
Date: *July 22*, 2000

534-40-0551

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22nd day of July, 2000,
by Beverly D. Rudy.

[SEAL]



Eileen McCollum

Notary Public in and for
The State of Texas

Eileen McCollum

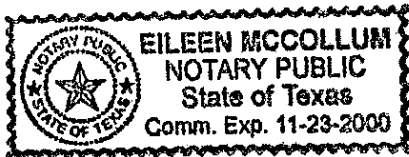
Printed Name of Notary

My Commission Expires: 11-23-2000

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22nd day of July, 2000,
by Ellis Rudy.

[SEAL]



Eileen McCollum

Notary Public in and for
The State of Texas

Eileen McCollum

Printed Name of Notary

My Commission Expires: 11-23-2000

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>lor</i> ELIZABETH HIGH BAKER (Please print)	Address: <u>602 BUCKINGHAM DR.</u> Houston, Tx 77024
 (Please print)	Legal description: Lot <u>3</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

Elizabeth High Baker
(Signature)

Date: July 28, 2000

(Signature)

Date: _____, 2000

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28 day of July, 2000,
 by ELIZABETH HIGH BAKER.

[SEAL]



Melissa Zahn

Notary Public in and for
 The State of Texas

MELISSA ZAHN

Printed Name of Notary

My Commission Expires: _____

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
 by _____.

[SEAL]

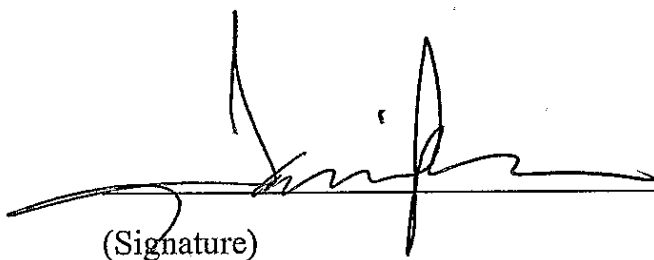
 Notary Public in and for
 The State of Texas

 Printed Name of Notary

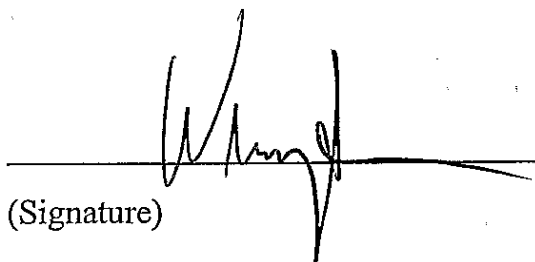
My Commission Expires: _____

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>lot</i> <u>TAMMIE J. KAHN</u> (Please print)	Address: <u>9014 SANDRINGHAM</u> Houston, Tx 77024
<i>lot</i> <u>W. BARRY KAHN</u> (Please print)	Legal description: Lot <u>5A+5B</u> Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas


(Signature)

Date: 7/12, 2000

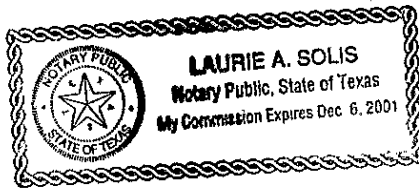

(Signature)

Date: 7/12, 2000

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of July, 2000,
 by Tammy J. Kahn.

[SEAL]



Laurie A. Solis

Notary Public in and for
 The State of Texas

Laurie A. Solis

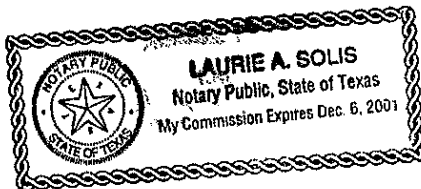
Printed Name of Notary

My Commission Expires: 12-06-01

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of July, 2000,
 by W. Barry Kahn.

[SEAL]



Laurie A. Solis

Notary Public in and for
 The State of Texas

Laurie A. Solis

Printed Name of Notary

My Commission Expires: 12-06-01

534-40-0556

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>For</i> <u>Stanton I Moldovan</u> (Please print)	Address: <u>8838</u> <u>Sandringham</u> Houston, Tx 77024
<u>Cheryl Moldovan</u> (Please print)	Legal description: Lot <u>7</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

Stanton I Moldovan Date: 7.27, 2000
(Signature)

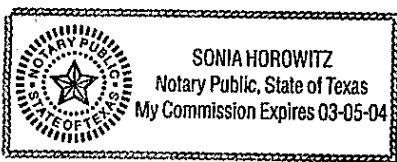
Cheryl Moldovan Date: 7.27, 2000
(Signature)

534-40-0557

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27 day of July, 2000,
by Stanton I Moldovan.

[SEAL]



Sonia Horowitz

Notary Public in and for
The State of Texas

SONIA HOROWITZ

Printed Name of Notary

My Commission Expires: 3-05-04

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27 day of July, 2000,
by Cheryl Moldovan.

[SEAL]



Sonia Horowitz

Notary Public in and for
The State of Texas

SONIA HOROWITZ

Printed Name of Notary

My Commission Expires: 3-05-04

534-40-0558

SIGNATURE PAGE FOR
 AMENDED AND RESTATED DEED RESTRICTIONS
 BAYOU WOODS, SECTION TWO (2)
 (Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<div style="position: absolute; left: -100px; top: 0px;">WR</div> <div style="position: absolute; left: 0px; top: 0px;">X <u>Doug SANDERS</u></div> <div style="position: absolute; left: 0px; top: 10px;">(Please print)</div>	Address: X <u>8828 Sandanger</u> <u>Houston Texas 77024</u> Houston, Tx 77024
<div style="position: absolute; left: 0px; top: 0px;">_____ (Please print)</div>	Legal description: Lot <u>8</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

X Doug Sanders
 (Signature)

X Date: 7/28/2000, 2000

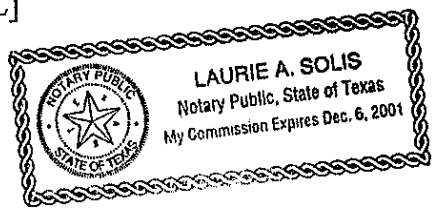
 (Signature) Date: _____, 2000

534-40-0559

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of July, 2000,
by Doug Saunders

[SEAL]



[Signature]
Notary Public in and for
The State of Texas
Laurie A Solis
Printed Name of Notary

My Commission Expires: 12.06.01

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____

[SEAL]

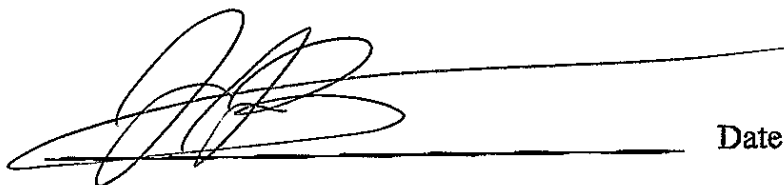
Notary Public in and for
The State of Texas

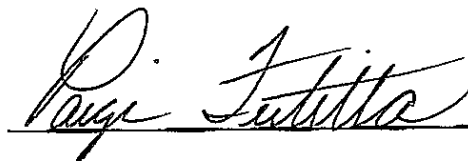
Printed Name of Notary
My Commission Expires: _____

534-40-0560

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>JW</i> <u>Tilman J. Fertitta</u> (Please print)	Address: <u>8818 Sandringham</u> Houston, Tx 77024
<u>Paige Fertitta</u> (Please print)	Legal description: Lot <u>9</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas


(Signature) Date: 7/26/00, 2000

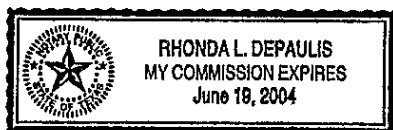

(Signature) Date: 7/26/00, 2000

534-40-0561

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of July, 2000,
by Tilman J. Fertitta

[SEAL]

Rhonda L. DePaulis

Notary Public in and for
The State of Texas

Rhonda L. DePaulis

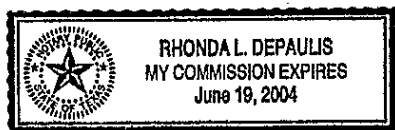
Printed Name of Notary

My Commission Expires: 2004

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of July, 2000,
by Paige Fertitta

[SEAL]

Rhonda L. DePaulis

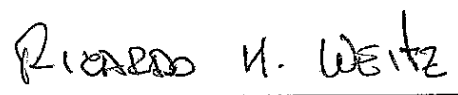
Notary Public in and for
The State of Texas

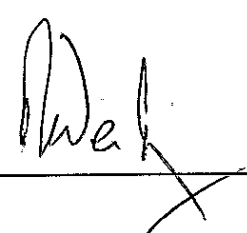
Rhonda L. DePaulis

Printed Name of Notary

My Commission Expires: 2004

SIGNATURE PAGE FOR
 AMENDED AND RESTATED DEED RESTRICTIONS
 BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<div data-bbox="97 630 194 798" style="position: absolute; left: -50px; top: 0px;">101</div> <div data-bbox="243 651 698 745" style="text-align: center;">  </div> <div data-bbox="191 777 386 819">(Please print)</div>	Address: <u>423 Carnarvon</u> Houston, Tx 77024
<div data-bbox="191 961 386 1003">(Please print)</div>	Legal description: Lot <u>10</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas



 (Signature)

Date: Aug 18, 2000

 (Signature)

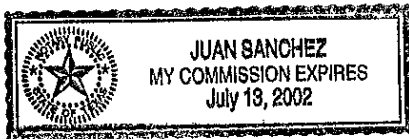
Date: _____, 2000

534-40-0563

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18 day of August, 2000,
by RICARDO M. WEITZ

[SEAL]



[Handwritten Signature]

Notary Public in and for
The State of Texas

JUAN SANCHEZ

Printed Name of Notary

My Commission Expires: 7-13-2002

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____.

[SEAL]


Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

534-40-0564

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
 <u>Martine Weitz</u> (Please print)	Address: <u>423 Carnarvon</u> Houston, Tx 77024
 (Please print)	Legal description: Lot <u>10</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

x Martine Weitz Date: 8/28/00, 2000
(Signature)

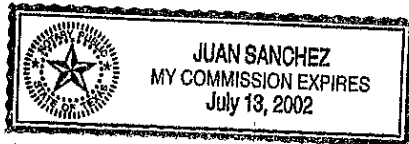
(Signature) Date: _____, 2000

534-40-0565

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28 day of August, 2000,
by MARINE KLEITZ

[SEAL]



[Signature]
Notary Public in and for
The State of Texas

JUAN SANCHEZ

Printed Name of Notary

My Commission Expires: 7-13-2002

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____

[SEAL]

Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

SIGNATURE PAGE FOR
 AMENDED AND RESTATED DEED RESTRICTIONS
 BAYOU WOODS, SECTION TWO (2)
 (Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
LOT <u>KARPEN 1994 FAMILY L.P.</u> (Please print)	Address: <u>527 BUCKINGHAM</u> _____ Houston, Tx 77024
_____ (Please print)	Legal description: Lot <u>11</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

KARPEN 1994 FAMILY L.P.
by Doyle Karpén, Pres.
 (Signature) KARPEN INTERESTS, LLC
GENERAL PARTNER

Date: 7-27, 2000

(Signature)

Date: _____, 2000

(Fiduciary Acknowledgment)

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000, by _____, trustee/executor of _____.
 (Strike inappropriate title; fill in name of trust/estate, as appropriate)

[SEAL]

 Notary Public in and for
 The State of Texas

 Printed Name of Notary

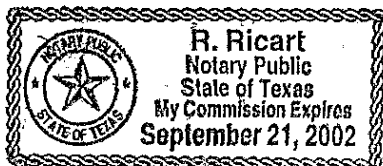
My Commission Expires: _____

(limited partnership acknowledgment)

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of JULY, 2000, by Deborah Karpman, PERS. KARPEN INTERESTS LLC general partner of KARPEN 1994 FAMILY L.P., a TEXAS limited partnership, on behalf of said partnership.

[SEAL]




R. Ricart
 Notary Public in and for
 The State of Texas

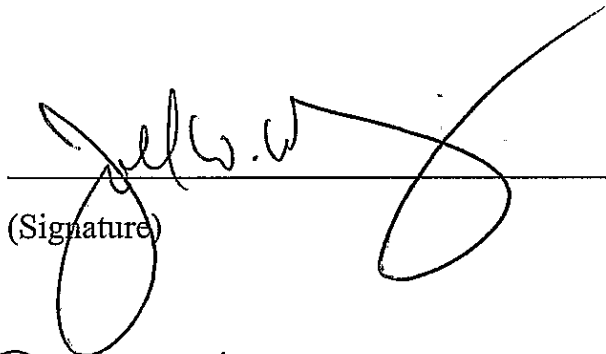
R. RICART
 Printed Name of Notary

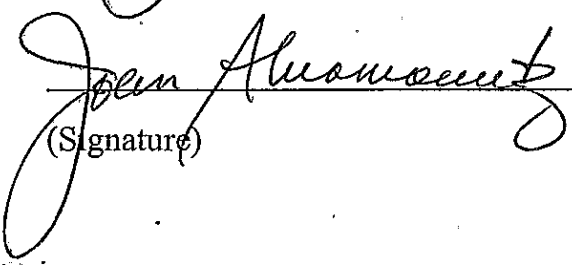
My Commission Expires: 09-21-2002

534-40-0568

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
 <u>Joel Abramowitz, H.D., P.L.D.</u> (Please print)	Address: <u>421 Buckingham</u> Houston, Tx 77024
<u>Joan Abramowitz</u> (Please print)	Legal description: Lot <u>13</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas


(Signature) Date: 7/28/00, 2000

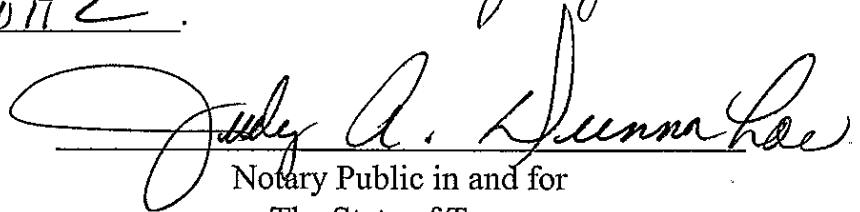

(Signature) Date: 7/28/00, 2000

534-40-0569

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28 day of July, 2000,
by JOEL W. ABRAMOWITZ.

[SEAL]


Notary Public in and for
The State of Texas

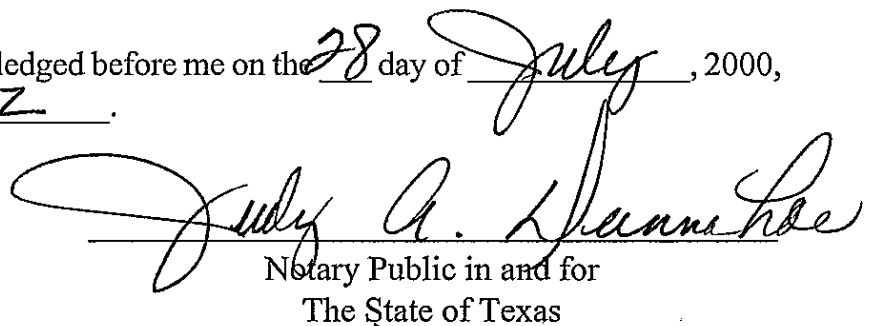
Judy A DUNNAMORE
Printed Name of Notary

My Commission Expires: 8/9/2000

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28 day of July, 2000,
by JOAN ABRAMOWITZ.

[SEAL]


Notary Public in and for
The State of Texas

Judy A DUNNAMORE
Printed Name of Notary

My Commission Expires: 8/9/2000

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

Sandra L. Bryant Date: July 27, 2000
(Signature)

_____ Date: _____, 2000
(Signature)

534-40-0571

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of July, 2000,
by Sandra L. Bryant.

[SEAL]



D. Coselli
Notary Public in and for
The State of Texas

D. Coselli
Printed Name of Notary

My Commission Expires: 07-03-2003

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____.

[SEAL]

Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

BUENA DILL HICIES by
Ralph A. H. Lord Date: 7-24 —, 2000
(Signature)

_____ Date: _____, 2000
(Signature)

534-40-0573

THE STATE OF ~~TEXAS~~ § Mississippi
COUNTY OF ~~HARRIS~~ § Hinds

This instrument was acknowledged before me on the 24 day of July, 2000,
by Ralph H. Lord for Buena Dill Hicks.

[SEAL]

Linda M. Richards

Notary Public in and for
The State of ~~Texas~~ Mississippi

Linda M. Richards

Printed Name of Notary

My Commission Expires: _____

Notary Public State of Mississippi At Large
My Commission Expires: May 21, 2001
BONDED THRU HEIDEN-MARCHETTI, INC.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____.

[SEAL]

Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

HN 04 4215 - 1252
534-40-0574
DURABLE POWER OF ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

KNOW ALL MEN BY THESE PRESENTS, that I, BUENA DILL HICKS, 316 Buckingham Drive; Houston, Texas 77024, hereby make, constitute, and appoint RALPH LORD, 233 East Capitol Street; Jackson, Mississippi 39201, my true and lawful attorney-in-fact for me and in my name, place, and stead, and for my use and benefit:

(1) To exercise, do or perform any act, right, power, duty, or obligation whatsoever that I now have or may acquire the legal right, power, or capacity to exercise, do or perform in connection with, arising out of, or relating to any person, item, thing, transaction, business property, real or personal, tangible or intangible, or matter whatsoever;

(2) To ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, bonds, notes, checks, drafts, accounts, deposits, legacies, bequests, devises, interest, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, documents of title, choses in action, personal and real property, intangible and tangible property and any property rights, and demands whatsoever, liquidated or unliquidated, as are now, or shall hereafter become owned by, or due, owing, payable, or belonging to me or in which I have or may acquire an interest, and to have, use, and take all lawful ways and means and legal and equitable remedies, procedures, and writs in my name for the collection and recovery thereof, and to compromise, settle, and agree for the same, and to make, execute, and deliver for me and in my name all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

(3) To lease, purchase, exchange, and acquire, and to bargain, contract, and agree for the lease, purchase, exchange, and acquisition of, and to take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest therein, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;

(4) To improve, repair, maintain, manage, insure, rent, lease, sell, release, convey, subject to liens, mortgage, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, which I now own or may hereafter acquire, for me and in my name, and under such terms and conditions, and under such covenants as said attorney shall deem proper;

(5) To engage in and transact any and all lawful business of whatever nature or kind for me and in my name;

(6) To sign, endorse, execute, acknowledge, deliver, receive, and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, notes, stock certificates, proxies, warrants, commercial paper receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, judgments, liens, security agreements, and other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

(7) To make gifts of money, personal or real property, for the purpose of estate planning, disability planning or to avoid probate by transferring part

or all of the assets belonging to me by gift. The gifts may be made to my spouse, children, third parties or any charities as said attorney-in-fact shall deem proper.

(8) I grant to my said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary, and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my attorney-in-fact, or his or her substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

(9) This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, acts, rights, and powers herein does not limit or restrict, and is not to be construed or interpreted as limiting or restricting the general power herein granted to said attorney-in-fact.

(10) This general power of attorney shall not terminate on disability of the principal.

In consideration for any third party acting in reliance hereon and entering into any further transaction with me, I contract that any action taken hereunder by my attorney-in-fact or any substitute prior to receipt by such third party of written revocation hereof signed by me shall as to such third party be binding upon me, and my attorney-in-fact is authorized and does hereby agree to indemnify and hold harmless such third party from and against any and all claims whatsoever asserted against the third party due to said party's acceptance of such Power of Attorney and any actions taken by a third party in reliance thereupon without actual knowledge by a third party that such Power of Attorney has been revoked by a written revocation or death of Principal.

The rights, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect thereafter until voluntarily revoked alone by revocation entered of record in the Office of the County Clerk of the above-named county in the State of Texas.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of June, 1994.

Buena Dill Hicks
BUENA DILL HICKS

ACCEPTED AND AGREED TO BY:

Ralph A. Lord
RALPH LORD

SIGNED AND DELIVERED IN THE PRESENCE OF:

Margaret M. Ditt
WITNESS

Curtis R. Craft
WITNESS

BEFORE ME, the undersigned authority, on this day personally appeared BUENA DILL HICKS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of June, 1994.

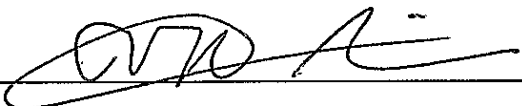
Rinda M. Richards
Notary Public, State of ~~TEXAS~~ Mississippi

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: April 20, 1997
BONDED THRU HEIDEN-MARCHETTI, INC.

534-40-0576

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
 <u>Rene J. Felius</u> (Please print)	Address: <u>312 Buckingham Dr.</u> Houston, Tx 77024
 (Please print)	Legal description: Lot <u>21</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas


(Signature)

Date: 7/28/, 2000

(Signature)

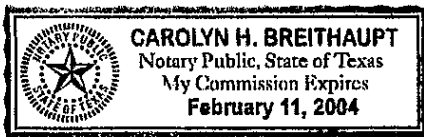
Date: _____, 2000

534-40-0577

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of July, 2000,
by Rene J. Felix.

[SEAL]



Carolyn H. Breithaupt
Notary Public in and for
The State of Texas

CAROLYN H. BREITHAUPT
Printed Name of Notary

My Commission Expires: 2/11/2004

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____.

[SEAL]

Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

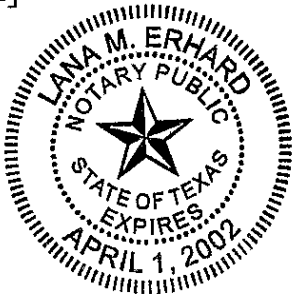
Carol E. Dinkins Date: August 10, 2000
(Signature)

_____ Date: _____, 2000
(Signature)

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of August, 2000,
 by CAROL E. DINKINS.

[SEAL]



Lana M. Erhard

Notary Public in and for
 The State of Texas

LANA M. ERHARD

Printed Name of Notary

My Commission Expires: April 1, 2002

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
 by _____.

[SEAL]

 Notary Public in and for
 The State of Texas

 Printed Name of Notary

My Commission Expires: _____

77027

534-40-0580

101

Paula Lexington
(Signature)

Date: Aug 1, 2000, 2000

(Signature)

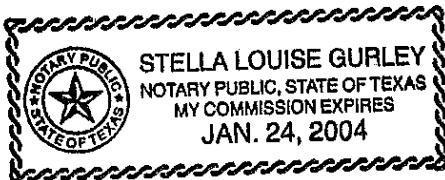
Date: _____, 2000

534-40-0581

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1st day of August, 2000,
by Darla Lexington.

[SEAL]



Stella Louise Gurley

Notary Public in and for
The State of Texas

Stella Louise Gurley

Printed Name of Notary

My Commission Expires: Jan. 24, 2004

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____.

[SEAL]

Notary Public in and for
The State of Texas

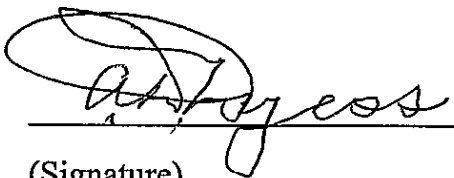
Printed Name of Notary

My Commission Expires: _____

534-40-0582

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
A.D. DYESS, individually and as Trustee of the Elizabeth Dyess Trust	Address: 9015 Sandringham Dr.
(Please print)	Houston, Tx 77024
(Please print)	Legal description: Lot 24A, Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas



(Signature)

Date: August 2, 2000

(Signature)

Date: _____, 2000

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of August, 2000,
 by A.D. Dyess

[SEAL]



[Signature]

Notary Public in and for
 The State of Texas

Laurie A. Solis

Printed Name of Notary

My Commission Expires: 12/06/01

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
 by _____

[SEAL]

Notary Public in and for
 The State of Texas

Printed Name of Notary

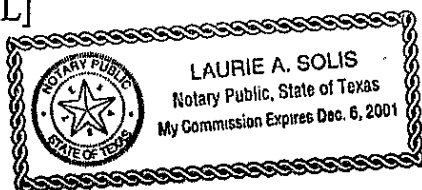
My Commission Expires: _____

(Fiduciary Acknowledgment)

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of
August, 2000, by A. D. Dyess, trustee/~~executor~~
 of Elizabeth Dyess Trust.
 (Strike inappropriate title; fill in name of trust/estate, as appropriate)

[SEAL]



A handwritten signature of Laurie A. Solis in dark ink.

Notary Public in and for
 The State of Texas

Laurie A. Solis

Printed Name of Notary

My Commission Expires: 12/06/01

(limited partnership acknowledgment)

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of
 _____, 2000, by _____, general partner of
 _____, a _____ limited partnership, on behalf of
 said partnership.

[SEAL]

Notary Public in and for
 The State of Texas

Printed Name of Notary

My Commission Expires: _____

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>201</i> Benjamin + Joy Warren (Please print)	Address: <u>8899 Sandringham</u> Houston, Tx 77024
 (Please print)	Legal description: Lot <u>25B</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

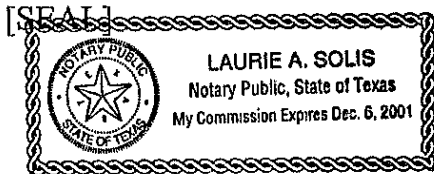
Joy Warren Date: 7-31-, 2000
(Signature)

Benjamin Warren Date: 7-31, 2000
(Signature)

534-40-0586

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of July, 2000,
by Joy Warren.



Laurie A. Solis
Notary Public in and for
The State of Texas
Laurie A. Solis
Printed Name of Notary

My Commission Expires: 12-06-01

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of July, 2000,
by Benjamin Warren.



Laurie A. Solis
Notary Public in and for
The State of Texas
Laurie A. Solis
Printed Name of Notary

My Commission Expires: 12-06-01

534-40-0587

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>201</i> <u>EDE RUTH WEINER</u> (Please print)	Address: <u>8877 SANDRINGHAM</u> Houston, Tx 77024
<u>BRUCE WEINER</u> (Please print)	Legal description: Lot <u>25C</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

Ede Ruth Weiner Date: 7/17/00, 2000
(Signature)

Bruce Weiner Date: 7/17/00, 2000
(Signature)

534-40-0588

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of JULY, 2000,
by EDE RUTH WEINER.



Wanda L Burns

Notary Public in and for
The State of Texas

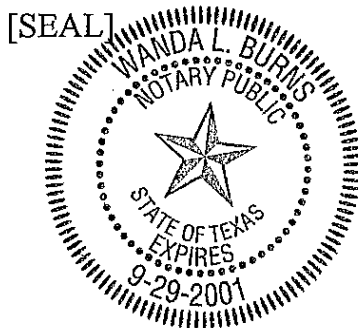
WANDA L BURNS

Printed Name of Notary

My Commission Expires: 09/29/2001

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of JULY, 2000,
by BRUCE WEINER.



Wanda L Burns


Notary Public in and for
The State of Texas

WANDA L BURNS

Printed Name of Notary

My Commission Expires: 09/29/2001

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
 JOHN B. HOWENSTINE (Please print)	Address: _____ Houston, Tx 77024
CAROL L. GRISHAM HOWENSTINE (Please print)	Legal description: Lot <u>26</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas


(Signature) Date: JULY 25, 2000

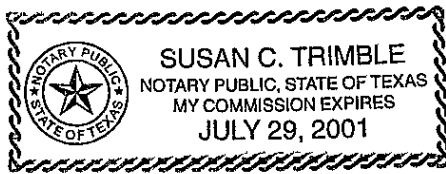

(Signature) Date: JULY 25, 2000

534-40-0590

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of July, 2000,
by John B. Howcutt.

[SEAL]



Susan C Trimble
Notary Public in and for
The State of Texas

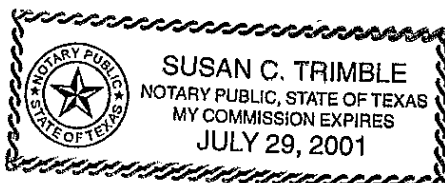
Printed Name of Notary

My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of July, 2000,
by Carol L. Bisham Howcutt.

[SEAL]




Susan C Trimble
Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)



(Signature) Date: 7/17/, 2000

(Signature) Date: _____, 2000

534-40-0592

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of July, 2000,
by John S. Beeson

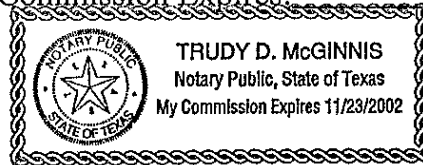


Trudy D. McGinnis
Notary Public in and for
The State of Texas

Trudy D. McGinnis

Printed Name of Notary

My Commission Expires: 11/23/2002



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____.

[SEAL]

Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

Allegre P. Mitchell Date: July 21, 2000
(Signature)

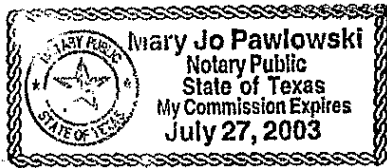
(Signature) Date: _____, 2000

534-40-0594

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of July, 2000,
by Allegra S. Mitchell.

[SEAL]



Mary Jo Pawlowski
Notary Public in and for

The State of Texas

MARY JO PAWLOWSKI
Printed Name of Notary

My Commission Expires: July 27, 2003

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____.

[SEAL]

Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

534-40-0595

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>for</i> <u>ARDESHIR TAJVARI</u> (Please print)	Address: <u>111 CARNARVON</u> Houston, Tx 77024
<u>SHERRY N. TAJVARI</u> (Please print)	Legal description: Lot <u>29</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

Ardesht Tajvari
(Signature)

Date: 7/24/, 2000

Sherry Tajvari
(Signature)

Date: 7/24, 2000

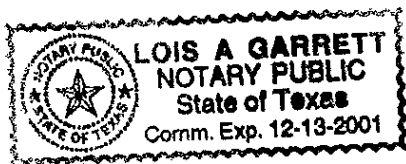
Sherry Tajvari

534-40-0596

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24 day of July, 2000,
by ARDESHIR TAYVARI

[SEAL]



Lois A. Garrett

Notary Public in and for
The State of Texas

LOIS A. GARRETT

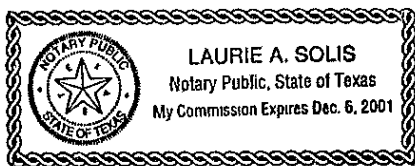
Printed Name of Notary

My Commission Expires: 12-13-01

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of July, 2000,
by Sherry Tayvari

[SEAL]



Laurie A. Solis

Notary Public in and for
The State of Texas

Laurie A Solis


Printed Name of Notary

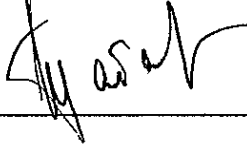
My Commission Expires: 12-06-01

534-40-0597

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>201</i> <u>KIRILL TATARINOV</u> (Please print)	Address: _____ <u>110 Carnarvon</u> Houston, Tx 77024
<u>OKSANA TATARINOV</u> (Please print)	Legal description: Lot <u>30</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

(Signature)  Date: August 23, 2000

(Signature)  Date: August 23, 2000

534-40-0598

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of August, 2000,
by Stephanie P Hill.

[SEAL]



Notary Public in and for
The State of Texas

Stephanie P Hill

Printed Name of Notary

My Commission Expires: 02-08-04

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____.

[SEAL]


Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

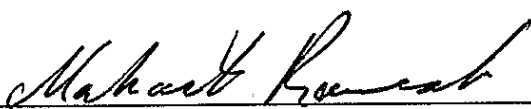
SIGNATURE PAGE FOR
 AMENDED AND RESTATED DEED RESTRICTIONS
 BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<div style="position: relative; height: 40px;"> for A. BEHROOZ RAMESH </div> <div style="position: relative; height: 20px;"> (Please print) </div>	<div style="position: relative; height: 40px;"> Address: _____ 100 CARNARVON DRIVE </div> <div style="position: relative; height: 20px;"> Houston, Tx 77024 </div>
<div style="position: relative; height: 40px;"> MAHASTI RAMESH </div> <div style="position: relative; height: 20px;"> (Please print) </div>	<div style="position: relative; height: 40px;"> Legal description: Lot 2 of Lot 3D Replot, </div> <div style="position: relative; height: 20px;"> Bayou Woods, Section Two (2), according </div> <div style="position: relative; height: 20px;"> to the Map or Plat thereof recorded in </div> <div style="position: relative; height: 20px;"> Volume 18, Page 46, Map and Plat </div> <div style="position: relative; height: 20px;"> Records of Harris County, Texas </div>



 (Signature)

Date: July 24, 2000, 2000



 (Signature)

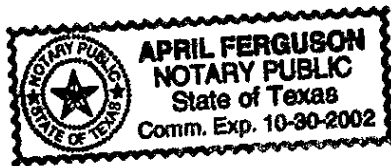
Date: July 25, 2000, 2000

534-40-0600

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 25th day of JULY, 2000,
by A.B. RAMESH.

[SEAL]



April Ferguson
Notary Public in and for
The State of Texas

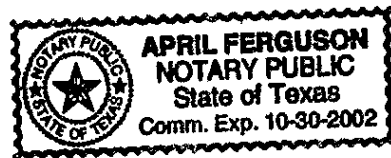
APRIL FERGUSON
Printed Name of Notary

My Commission Expires: 10.30.2002

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 25th day of JULY, 2000,
by MAHASTI RAMESH.

[SEAL]



April Ferguson
Notary Public in and for
The State of Texas

APRIL FERGUSON
Printed Name of Notary

My Commission Expires: 10.30.2002

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

Wor

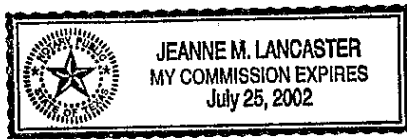
Date: July 27, 2000

Date: _____, 2000

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of JULY, 2000,
 by JAMES W. ELKINS JR.

[SEAL]



Jeanne M. Lancaster
 Notary Public in and for
 The State of Texas

JEANNE M. LANCASTER
 Printed Name of Notary

My Commission Expires: _____

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
 by _____.

[SEAL]


 Notary Public in and for
 The State of Texas

 Printed Name of Notary

My Commission Expires: _____

SIGNATURE PAGE FOR
 AMENDED AND RESTATED DEED RESTRICTIONS
 BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<div style="position: relative; height: 40px;"> 10 <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> Estate of Ugo di Portanova, NCM (Please print)	Address: <u>120 Carnarvon</u> Houston, Tx 77024
<div style="position: relative; height: 100px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> (Please print)	Legal description: Lot <u>32, Section 2</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas


 Date: AUGUST 20, 2000
 (Signature) Jack T. Trotter, Guardian & Not Individually
 Estate of Ugo di Portanova, NCM

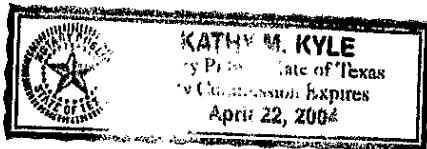
Date: _____, 2000
 (Signature)

534-40-0604

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of August, 2000,
by Jack T. Trotter, in the capacity therein stated.

[SEAL]



Kathy M. Kyle
Notary Public in and for
The State of Texas

KATHY M. KYLE
Printed Name of Notary

My Commission Expires: 4.22.04

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2000,
by _____.

[SEAL]

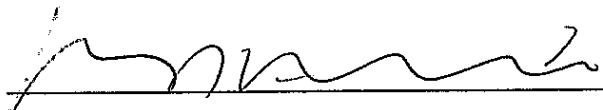
Notary Public in and for
The State of Texas

Printed Name of Notary

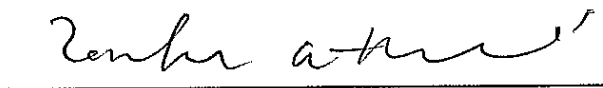
My Commission Expires: _____

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS
BAYOU WOODS, SECTION TWO (2)
(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>for</i> <u>Mohammad Athari</u> (Please print)	Address: <u>200 Carnarvan</u> Houston, Tx 77024
<u>Zohreh Athari</u> (Please print)	Legal description: Lot <u>33</u> , Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas


(Signature)

Date: July 20, 2000

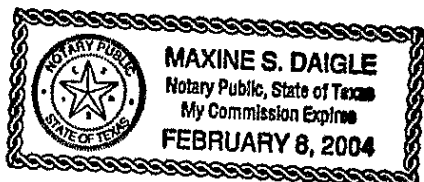

(Signature)

Date: July 20, 2000

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of July, 2000,
 by Mohammad Athari.

[SEAL]



Maxine S. Daigle
 Notary Public in and for
 The State of Texas

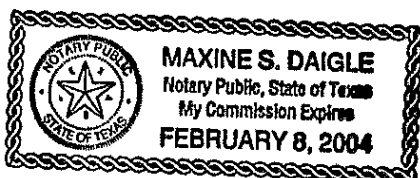
Maxine S. Daigle
 Printed Name of Notary

My Commission Expires: 02/08/04

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of July, 2000,
 by Zoreh Athari.

[SEAL]



Maxine S. Daigle
 Notary Public in and for
 The State of Texas

Maxine S. Daigle
 Printed Name of Notary

My Commission Expires: 02/08/04

534-40-0607

SIGNATURE PAGE FOR
AMENDED AND RESTATED DEED RESTRICTIONS

BAYOU WOODS, SECTION TWO (2)

(Effective September 1, 2001)

NAME OF OWNER(S)	PROPERTY
<i>jar</i> Philip A. Baker, Independent Co-Executor of the Estate of Jess Newton Rayzor, Deceased.	Address: <u>416 Carnarvon</u>
(Please print)	Houston, Tx 77024
<i>lor</i> (Please print) John H. Fant, Independent Co-Executor of the Estate of Jess Newton Rayzor, Deceased.	Legal description: Lot <u>West 1/2</u> , of lot 34 Bayou Woods, Section Two (2), according to the Map or Plat thereof recorded in Volume 18, Page 46, Map and Plat Records of Harris County, Texas

Philip A. Baker

Philip A. Baker
(Signature) Date: July 18,, 2000

John H. Fant

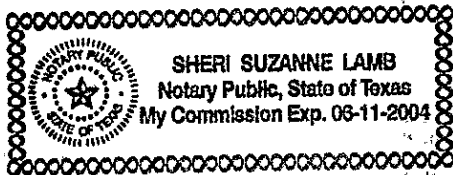
John H. Fant
(Signature) Date: July 20, 2000

534-40-0608

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of July, 2000,
by Philip A. Baker, in the capacity therein stated.

[SEAL]



Sheri Suzanne Lamb

Notary Public in and for
The State of Texas

Sheri Suzanne Lamb

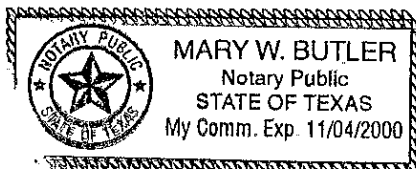
Printed Name of Notary

My Commission Expires: 6-11-2004

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of July, 2000,
by John H. Fant, in the capacity therein stated.

[SEAL]



Mary W. Butler

Notary Public in and for
The State of Texas

Mary W. Butler

Printed Name of Notary

My Commission Expires: 11/04/2000

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

County Clerk
HARRIS COUNTY, TEXAS

2000 AUG 31 PM 2:42

FILED

534-40-0609

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

AUG 31 2000



Beverly B. Layman

COUNTY CLERK
HARRIS COUNTY TEXAS