

18  
7/11/08

**AGREEMENT REGARDING TRANSFER OF  
DEVELOPER'S RIGHTS AND OTHER MATTERS**  
**Grand Lake Estates Subdivision**

This agreement ("**Agreement**") is made this 29<sup>th</sup> day of October, 2008, by and among **NEW MILLENNIUM HOMES, INC.** ("**New Millennium**"), **GRAND LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.** (the "**Association**"), and the **GRAND LAKE ESTATES PROPERTY OWNERS COMMITTEE** (the "**Committee**").

**RECITALS**

1. New Millennium is the developer of Grand Lakes Estates, a subdivision in Montgomery County, Texas ("**Subdivision**") and the "Declarant" under the Declarations of Covenants, Conditions and Restrictions for the various sections of the Subdivision ("**Declarations**"). Unless otherwise defined in this Agreement, the terms used in this Agreement, including but not limited to "Board of Directors", "Common Area", "Developer", "Lot", "Owner", "Maintenance Charge", and Maintenance Fund" shall have the same meanings as they have in the Declarations. The terms and provisions of the Declarations are incorporated in this Agreement and made a part hereof.
2. The Association is the property owners association (as that term is defined in Texas Property Code §202.001) for the Subdivision.
3. The Committee is an ad hoc committee composed of a group of property owners in the Subdivision who advocate and seek to facilitate the relinquishment and transfer by the Declarant to the Association or its members certain rights, privileges, powers and authority reserved or granted to New Millennium in the Declarations and/or the articles of incorporation ("**Articles**") and/or the bylaws ("**Bylaws**") of the Association, including but not limited to, the right to control the management of the Association until the Control Transfer Date.
4. The "Control Transfer Date" is defined in the Declarations and the Articles as the time at which eighty percent (80%) of all Lots in the Subdivision are conveyed by the Developer (i.e., New Millennium).
5. The Subdivision, including streets and common areas, as currently constituted, consists of separately **platted** sections or phases as found in the official Map Records of Montgomery County, Texas as follows:

Section

Grand Lake Estates, Section One

Plat Reference

Cabinet M, Sheet 180 et seq, and

(Final Plat)	Clerk's File No.99-077860
Grand Lake Estates, Section Two (Final Plat) <u>Section</u>	Cabinet N, Sheet 79 et seq, and Clerks' File No.2000-003886 <u>Plat Reference</u>
Grand Lake Estates, Section 2-A (Replat of Lot 22, Block 2)	Cabinet Y, Sheet 82 et seq, and Clerk's File No. 2005-055939
Grand Lake Estates, Section Three	Cabinet N, Sheet 116 et seq, and Clerk's File No.2000-015291
Grand Lake Estates, Section Three (Amending Plat)	Cabinet Z, Sheet 262 et seq, and Clerk's File No. 2006-026808
Grand Lake Estates, Section Four	Cabinet N, Sheet 119 et seq, and Clerk's File No. 2000-015292
Grand Lake Estates, Section Four (Amending Plat)	Cabinet Z, Sheet 260 et seq, Clerk's File No. 2006-026539
Grand Lake Estates, Section Five (Final Plat)	Cabinet O, Sheet 108 et seq, and Clerk's File No. 2000-068499
Grand Lake Estates, Section Six	Cabinet P, Sheet 1 et seq, and Clerk's File No. 2000-097309
Grand Lake Estates, Section Six (Amending Plat)	Cabinet Z, Sheet 265 et seq, and Clerk's File No. 2006-026871
Grand Lake Estates, Section Seven	Cabinet P, Sheet 71 et seq, and Clerk's File No. 2001-006500
Grand Lake Estates, Section Eight (Final Plat)	Cabinet R, Sheet 75 et seq, and Clerk's File No. 2002-002202
Grand Lake Estates, Section Nine (Final Plat)	Cabinet S, Sheet 193 et seq, and Clerk's File No. 2002-101582
Grand Lake Estates, Section Ten (Final Plat)	Cabinet V, Sheet 124 et seq, and Clerk's File No. 2003-157104
Grand Lake Estates, Section Eleven (Plat)	Cabinet Z, Sheet 673 et seq, and Clerk's File No. 2007-029060
NOTE: There are no plats for Sections Twelve, Thirteen, Fourteen, and Fifteen.	

6. The **Declarations** for the Subdivision are recorded in the Official Public Records of Real Property of Montgomery County, Texas as follows:

<u>Section</u>	<u>Recording Reference</u>
Grand Lake Estates, Section One	Clerk's File No.99-079031 and Film Code No. 591-00-0465 et seq.
Grand Lake Estates, Section Two	Clerk's File No. 2000-005259 and Film Code No. 648-00-0056 et seq.
Grand Lake Estates, Section 2-A	[Same as Section Two]
Grand Lake Estates, Section Three and Section Four	Clerk's File No.2000-017506 and Film Code No. 668-00-1812 et seq; and Clerk's File No.2000-017507 and Film Code No. 668-00-1831 et seq.
Grand Lake Estates, Section Five	Clerk's File No. 2000-083322 and Film Code No. 781-00-0642 et seq.
Grand Lake Estates, Section V/Five (Superceding & Replacing)	Clerk's File No. 2000-096722 and Film Code No. 799-00-1504 et seq.
Grand Lake Estates, Section Six (6)	Clerk's File No.2000-098346 and Film Code No. 801-00-2116 et seq.
Grand Lake Estates, Section Seven	Clerk's File No.2001-007028 and Film Code No. 826-00-0404 et seq.
Grand Lake Estates, Section Eight	Clerk's File No.2002-003375 and Film Code No. 003-10-2620 et seq.
Grand Lake Estates, Section Nine	Clerk's File No.2002-095522 and Film Code No. 145-10-2314 et seq.
Grand Lake Estates, Section Ten	Clerk's File No. 2003-156888 and Film Code No. 491-10-1876 et seq; and Clerk's File No. 2005-070451 and Film Code No. 858-10-1748 et seq.
Grand Lake Estates, Section Eleven	Clerk's File No.2007-028990 and Film Code No. 300-11-2500 et seq.

NOTE: There are no Sections Twelve, Thirteen, and Fourteen. Although Section Fifteen has a recorded Declaration, it is not platted and this recording seems to be in error:

Grand Lake Estates, Section Fifteen

Clerk's File No. 2005-070452 and  
Film Code No. 858-10-1769 et seq.

7. New Millennium owns various unsold lots (which lots will be identified at the time of transfer) in Sections One through Eleven of the Subdivision.

8. A dispute or disagreement has developed between New Millennium and the Committee regarding the questions, among others, of (i) whether the Control Transfer Date has occurred and (ii) whether New Millennium is still entitled to control the Association with its initially appointed Board of Directors. The Committee contends that the Control Transfer Date has occurred because New Millennium has conveyed eighty percent (80%) of the lots in the Subdivision "as it is presently constituted." By virtue thereof the Committee advocates (i) the immediate transfer to the Association of New Millennium's rights, privileges, powers and authority as the developer of the Subdivision and Declarant under the Declarations, and (ii) relinquishment by New Millennium of control of the Association and the calling of a membership meeting and election of a new Board of Directors of the Association.

9. New Millennium contends that the Control Transfer Date has not occurred because of its continued ownership of land formerly and/or currently intended to be incorporated into the Subdivision as additional sections thereof thus reducing the overall percentage of conveyed lots to less than eighty percent (80%). New Millennium also relies on the provisions of Section 1 of Article II of the Bylaws and Section 2 of Article III of the Bylaws. Section 1 of Article II provides, in relevant part, that the first annual meeting of the members of the Association shall be held on September 1, 2010 for the purpose of electing Directors. Section 2 of Article III provides, in relevant part, that the number of Directors of the Association shall be three (3) until the annual meeting in 2010, at which time the Board of Directors shall be expanded to seven (7) and the Directors will be elected to staggered terms.

10. New Millennium, while disputing the validity and accuracy of the Committee's position, recognizes the legitimate interests of the Committee and its members in securing control of the Association by the Association's members and in consummating the transfer to the Association of New Millennium's rights, privileges, powers and authority as the developer of the Subdivision and the Declarant under the Declarations.

11. The Committee, while disputing the validity and accuracy of New Millennium's position, recognizes the legitimate interests of New Millennium in maintaining some control over the development of the Subdivision and in retaining some of its rights, privileges, powers and authority as developer of the Subdivision and Declarant under the Declarations.

12. The Declarations have not been amended or supplemented since September 1<sup>st</sup> 2007.

## **COVENANTS AND AGREEMENTS**

Accordingly, in order to compromise and settle the existing dispute and controversy, and in an effort to reconcile and accommodate the interests of New Millennium, the Association and the Committee and its individual members, as well as those of the owners of properties in the Subdivision (who are the members of the Association), the parties covenant and agree as follows:

**1. Resignation of Current Directors and Election of New Board of Directors.**

The current Directors of the Association shall call a special membership meeting for 7 P.M. on a date to be agreed on by the parties or in the event of no agreement, on Wednesday, December 3, 2008, for the purpose of electing a new Board of Directors of the Association. At that meeting, the current Board of Directors and officers of the Association will resign their respective offices; provided however, nothing herein shall preclude any of the current Directors from seeking re-election at such special meeting. If quorum is not achieved at the special meeting, then all the officers and all but one member of the current Board will resign immediately. The remaining Board member will then appoint the number of resident members to the Board to bring it to full strength to serve until an election can be held. The names of the resident members from which the remaining Board member will appoint will be provided by the Committee. To stand for election or appointment to the Board, a member must be in good standing with the Association as of August 31, 2007.

**2. Control Transfer Date.** All parties acknowledge that a legitimate dispute exists as to whether or not the Control Transfer Date has or has not occurred. For the purposes of this Agreement only, the parties stipulate and agree that the Control Transfer Date will not occur until eighty percent (80%) of all lots in the Subdivision have been conveyed by New Millennium. However, New Millennium agrees that the Control Transfer Date will occur in any event not later than the date this Agreement is filed in the Real Property Records of Montgomery County, Texas, which date of filing shall then be known as the “**Control Transfer Date.**”

**3. Architectural Control.**

(a) New Millennium, pursuant to the provisions of Section 4.02(b) of the Declarations, hereby gives notice of its discontinuance of the exercise of architectural control for the Subdivision so that from and after the date of filing this Agreement in the Official Public Records of Montgomery County, Texas, the authority to grant and withhold architectural approval in the Subdivision shall be vested in the Grand Lake Estates Architectural Control Committee which shall be appointed by the new Board of Directors of the Association according to the provisions of said Section 4.02(b).

(b) The new Architectural Control Committee shall have access to the old Architectural Control Committee for a period of 30 days at no expense in order to provide a seamless transition.

**4. Transfer of Developer's Rights.** Subject to the reservations set out in Paragraph 5 below, New Millennium **TRANSFERS and ASSIGNS** to the Association,

without recourse on or warranty by New Millennium, all of the rights, privileges, powers and authority granted and/or reserved to New Millennium as Developer and/or Declarant in the Declarations.

**5. Retention and Reservation of Rights by New Millennium.** Notwithstanding any provision to the contrary herein contained, New Millennium expressly reserves and retains unto itself and its successors and assigns the following rights, privileges, powers and authority:

**(a) Right to Construct Additional Improvements in Reserve.** ~~N/A.~~ *W/No*

**(b) Right to Create and Grant Additional Access Easements Within the Subdivision.**

(1) New Millennium shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, only for access and ingress and egress upon, along and over the private streets in the Subdivision, for the benefit of the adjacent subdivision now owned by or once owned by New Millennium (“**Adjacent Subdivision**”). This right does not extend to the development of new streets in the Subdivision. This right of free access to the private streets of the Subdivision is granted so long as New Millennium, or the developer of the Adjacent Subdivision, assures the Association in writing that once the Adjacent Subdivision’s main streets are completed that: (a) the access, ingress, and egress, through the Subdivision is anticipated to be minimal automobile traffic only; and (b) the main entrance to the Adjacent Subdivision will front a road other than Honea-Old Egypt road.

(2) During the development of or construction in the Adjacent Subdivision, if any construction vehicles or heavy duty equipment, including but not limited to dump trucks or road graders, damage the roads within the Subdivision, New Millennium, or its successors, (hereinafter referred to as “**The AA Developer**”) shall be responsible for repairing said damage. The Association shall give The AA Developer written notice detailing such damage and The AA Developer will have 30 days from the date of said notice to repair such damage. If the damage is not repaired within said 30 days, the Association may have the damage repaired and invoice The AA Developer which shall pay the invoice within 30 days from its date. If The AA Developer does not repair or pay within the time specified above, it’s right to grant access and ingress and egress upon, along and over the private streets in the Subdivision, may be suspended until the repair or payment is made.

**(c) Rights to Use a Lot or Common Areas in Promotion and Marketing of Lots in the Subdivision.** New Millennium shall have the rights concerning promotion and marketing provided for in Section 7.03 of the Declarations, incorporated into this Agreement; however, any signs, temporary buildings and other structures shall be placed only on Lot(s) owned by, leased by, or permission granted by Owner(s) to New Millennium.

**(d) Right to Annex Additional Properties into the Subdivision and/or to Subject Additional Properties to the Jurisdiction of the Association.** New Millennium shall have the right to subdivide and develop all or portions of the Adjacent Subdivision as completely different and separate subdivisions.

(e) Exempt Property. New Millennium shall have the rights concerning exempt property from Maintenance Charge and all other charges as provided for in Section 6.07 of the Declarations, incorporated into this Agreement.

## **6. Release of Liability; Indemnity Agreement.**

(a) The Association, the Committee and each of the undersigned members of the Committee hereby **RELEASE and DISCHARGE New Millennium** and its shareholders, directors, officers, agents, attorneys, servants, and employees from any and all claims, demands, causes of action and liability arising out of, resulting from or in any way related to New Millennium's management of the Subdivision and the Association. The Association, the Committee and the undersigned members of the Committee also **RELEASE and DISCHARGE Michael C. Owen, Linda Owen and T. "Tiffany" M. Owen** from any and all claims, demands, causes of action and liability arising out of, resulting from or in any way related to their serving on the Board of Directors or as an Officer of the Association.

(b) New Millennium, Michael C. Owen, Linda Owen, and T. "Tiffany" M. Owen **RELEASE and DISCHARGE the Association, the Committee and each of the undersigned members of the Committee** and its members, directors, officers, agents, attorneys, servants, and employees from any and all claims, demands, causes of action and liability arising out of, resulting from or in any way related to: the developer transition or turnover to a resident-controlled property owners association or the negotiations and communications dealing with same; and, the individual members serving on the Committee. Notwithstanding the above, nothing in this release is intended to affect in any way any cause of action which the releasing parties in this paragraph might now have or in the future have against the released parties in this paragraph for libel or slander.

(c) Indemnity. The Association agrees to indemnify the current members of the Board of Directors and its Officers, Michael C. Owen, Linda Owen and T. "Tiffany" M. Owen only as allowed by Article 1396-2.22A of the Texas Non-Profit Corporation Act.

**7. Additional Covenants of the Association.** In addition to those duties and responsibilities imposed upon the Association in the Declarations or by applicable law (including, but not limited to, applicable provisions of the Texas Property Code, the Texas Nonprofit Corporation Act, and the Texas Business Organizations Code), the Association covenants and agrees to perform and comply with the following duties and obligations which shall exist until the earlier to occur of (i) such time when New Millennium owns no Lots in the Subdivision, or (ii) three (3) years from the date of this Agreement:

(a) The Association shall be obligated to maintain in a well kept and attractive condition the private streets, right of ways, and common areas for which it has a legal duty to do so under the Declarations. This will include at a minimum and not by way of limitation mowing all street right-of-ways at least once in December, January, February, March, and two times in April, May, October, November, and weekly in June, July, August, September, maintaining the landscaping at the Subdivision entrance and in the Common Area, maintaining any lakes or other improvements in the Common Area, and cleaning, painting, repairing and maintaining in their

current condition the fences along the streets required by the Declarations to be maintained by the Association in the Subdivision. Notwithstanding the foregoing, any current mowing contract approved by the Association will be honored by the new Board of Directors. To the extent the New Millennium has obligations to the County that are reasonably within the scope of their authority, the New Millennium shall fulfill those obligations whether before or after any Board election which results in a change in the regime; and

(b) Within sixty (60) days from the date this Agreement is filed in the Real Property Records of Montgomery County, Texas, the Association will engage the services of a competent and reputable property management company to handle the collection of the Subdivision's maintenance charges and to enforce the restrictive covenants applicable to the Subdivision.

(c) If the Association fails to perform the duties and obligations set out in Subparagraph (a) above, New Millennium will have the right, but not the obligation, to perform or cause to be performed such duties and obligations on the Association's account and to be reimbursed by the Association for the reasonable costs and expenses incurred by New Millennium in performing such duties and obligations, but only if New Millennium gives written notice detailing such maintenance failures and giving the Association 60 days to cure said failures. The expiration of the Association's contractual duties, obligations and responsibilities under this Paragraph 7 shall not negate or otherwise affect the Association's duties and obligations imposed by the provisions of the Declarations or by applicable law, and such duties, obligations and responsibilities shall continue notwithstanding the expiration or termination of the contractual duties imposed by this paragraph.

#### **8. Additional Covenants of New Millennium.**

(a) The Association shall have the rights concerning books and records as provided for in Section 6.08 of the Declarations, incorporated into this Agreement, which records shall include, though not limited to, checks, bank statements, receipts, tax records, state filings, financials, profit and loss statements, balance sheets, general ledgers, and all other Association documents since February 17, 2000, when it was incorporated.

(b) New Millennium and the current Board of Directors and current Officers of the Association will work with the new Board and new Officers to facilitate new signature cards for and access to any Association financial accounts.

(c) All loans, debts, and promissory notes, if any, payable by the Association to New Millennium, or any director or officer of New Millennium, dated or incurred prior to the signing of this Agreement shall be paid within six (6) months. All liens related to said loans, debts, and promissory notes shall be released when paid. All parties agree to cooperate with each other to minimize the tax impact on any party of such action.

(d) All loans, debts, and promissory notes, if any, payable by any director or officer of New Millennium to the Association dated or incurred prior to the signing of this Agreement shall be paid in accordance to its terms.

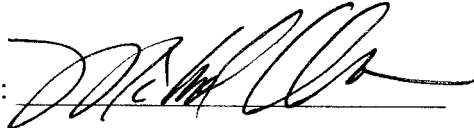
(e) Unless otherwise specified in writing by both parties, all accounts payable of the Association shall be cleared prior to the signing of this Agreement.

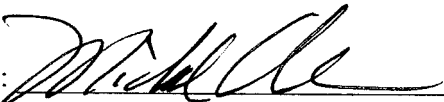
(f) At the signing of this Agreement, New Millennium shall provide an inventory and if necessary to pass title, title documents and bill of sale to any such item, including but not limited to vehicles, tractors, trailers, and water wells and equipment. The location of all inventory and water wells shall be provided as well.

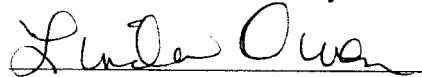
**9. Ratification.** After the resignation of the current Directors and the election of a new Board of Directors and Officers of the Association, the Association shall ratify and reaffirm this Agreement by written instrument executed on behalf of the Association by the new Directors and Officers.

EXECUTED on the date first above written.

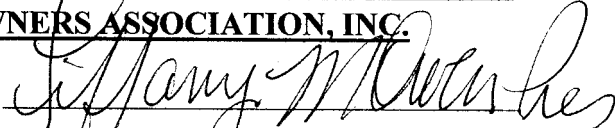
**NEW MILLENNIUM HOMES, INC.**


By:   
Michael C. Owen, President

By:   
Michael C. Owen, Individually

By:   
Linda Owen, Individually

**GRAND LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**


By:   
T "Tiffany" M. Owen, President

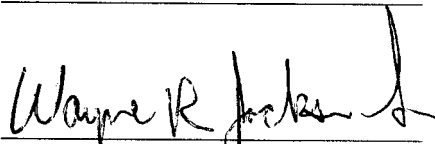
By:   
T "Tiffany" M. Owen, Individually

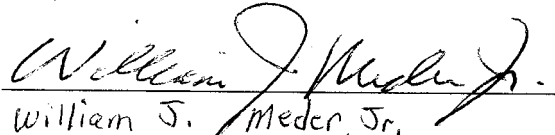
**GRAND LAKE ESTATES PROPERTY OWNERS COMMITTEE, Individually**


By: \_\_\_\_\_

By: \_\_\_\_\_

By:   
Hollis A. Jackson

By:   
Wayne R. Jackson

By:   
William S. Meder, Jr.

By:   
T. Sue Meder

By: Carol A. Oliviero  
Carol Anne Oliviero

By: Freddy Lee Oliviero  
Freddy Lee Oliviero

By: Larry Alan Cress  
Larry Alan Cress

By: Karen Beth Cress  
Karen Beth Cress

By: Steven Paul Friends  
Steven Paul Friends

By: Sharon L. Friends  
Sharon L. Friends

By: James K. Hicks, Sr.  
James K. Hicks, Sr.

By: Monica Hicks  
Monica Hicks

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

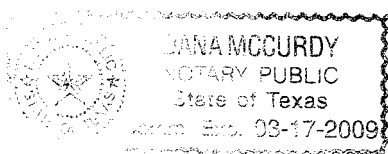
By: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared **Michael C. Owen**, known to me through personal acquaintance *or* through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he *or* she executed the instrument for the purposes and considerations expressed in it, both individually and as President of NEW MILLENNIUM HOMES, INC., a Texas corporation, and on its behalf.

Given under my hand and seal of office on October 29, 2008 [date].

[Seal]



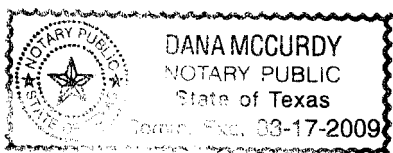
Dana McCurdy [signature]  
Dana McCurdy [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
03-17-2009 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared **T "Tiffany" M. Owen**, known to me through personal acquaintance *or* through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he *or* she executed the instrument for the purposes and considerations expressed in it, both individually and as President of GRAND LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, and on its behalf.

Given under my hand and seal of office on October 29, 2008 [date].

[Seal]



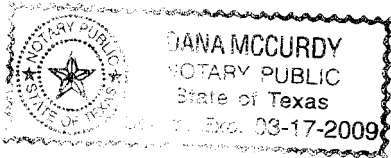
Dana McCurdy [signature]  
Dana McCurdy [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
Mar. 17, 2009 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared **Linda Owen**, known to me through personal acquaintance *or* through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he *or* she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on October 29, 2008 [date].

[Seal/]



Dana McCurdy [signature]  
Dana McCurdy [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
03-17-2009 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, known to me through personal acquaintance *or* through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he *or* she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on \_\_\_\_\_ [date].

[Seal/]

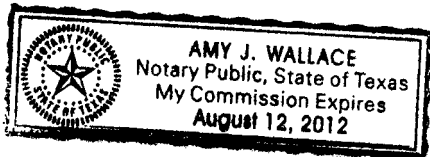
\_\_\_\_\_ [signature]  
\_\_\_\_\_ [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
\_\_\_\_\_ [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared WILLIAM J. MEDER JR., known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/08 [date].

[Seal]



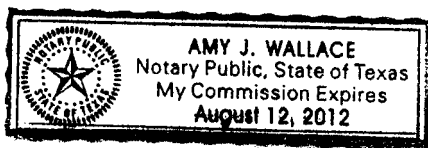
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared T. SUE MEDER, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/08 [date].

[Seal]



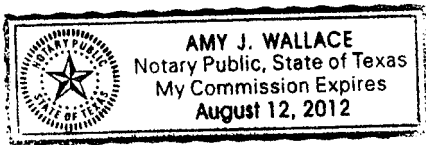
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared JAMES K. HICKS, SR., known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/2008 [date].

[Seal]



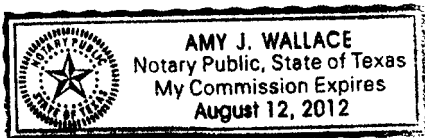
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared MONICA HICKS, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/2008 [date].

[Seal]



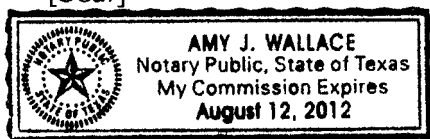
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared Hollis A. Jackson, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/08 [date].

[Seal]



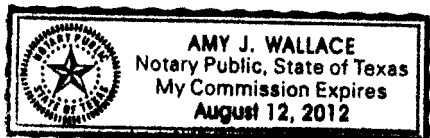
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared Wayne R. Jackson, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/08 [date].

[Seal]



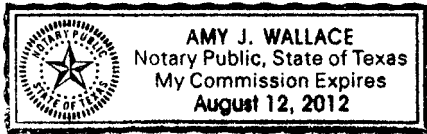
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared Cable Anne Olivero, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/2008 [date].

[Seal]



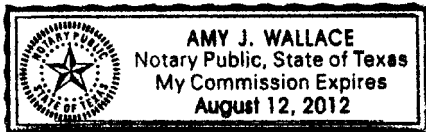
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared Freddy Lee Olivero, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/2008 [date].

[Seal]



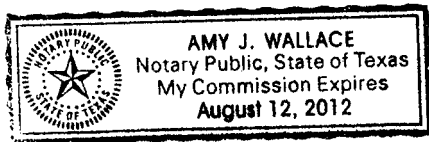
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared Larry Alan Cress, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/2008 [date].

[Seal]



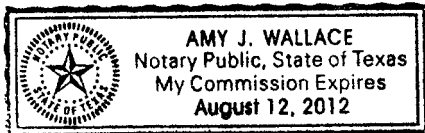
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared Karen Beth Cress, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/2008 [date].

[Seal]



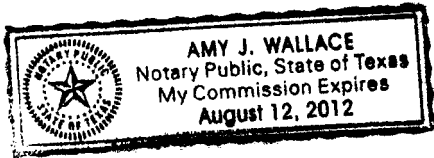
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared Steven Paul Friends, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/2008 [date].

[Seal]



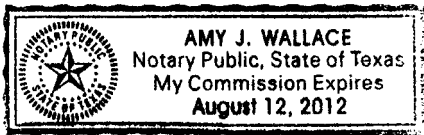
Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, on this day personally appeared Sharon L. Friends, known to me through personal acquaintance or through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he or she or they executed the instrument, individually, for the purposes and considerations expressed in it.

Given under my hand and seal of office on 11/2/2008 [date].

[Seal]



Amy J. Wallace [signature]  
Amy J. Wallace [typed/printed name]  
Notary Public in and for the State of Texas  
My commission expires  
8/12/2012 [date]

After recording, please return to:  
Charles M Jordan  
Daughtry & Jordan, P.C.  
17044 El Camino Real  
Houston, TX 77058  
281-480-6888

FILED FOR RECORD

2008 NOV -5 PM 1:58

Mark Turnbull  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

NOV - 5 2008



Mark Turnbull  
County Clerk  
Montgomery County, Texas