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This Declaration (the "**Declaration**") is made on this the 3<sup>rd</sup> day of June, 2007 by Academy R & K, Ltd., a Texas limited partnership ("**Declarant**").

WHEREAS, Declarant is the owner of that certain tract or parcel of land (hereinafter called and referred to as "**Property**"), situated in Harris County, Texas, which is more particularly described as follows, to-wit:

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WHEREAS, the Property is part of a larger development and, in connection therewith, the Property has been subjected to the following restrictive covenants (the following (i) - (viii) shall be referred to collectively herein as the "Ayrshire Restrictions"):

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ANNUAL REPORT

under County Clerk's File No. T873373 of the Real Property Records of Harris County, Texas;

- (vii) Certificate of Compliance recorded under County Clerk's File No. T944404 of the Real Property Records of Harris County, Texas; and
- (viii) Appointment of Successor to Committee recorded under County Clerk's File No. T944902 of the Real Property Records of Harris County, Texas.

WHEREAS, it is the intent of Declarant by this Declaration, in addition to the Ayrshire Restrictions which encumber the Property, to provide and adopt a general and uniform plan or scheme or covenants, easements, restrictions and conditions designed to govern and control the use and enjoyment of the Property for residential purposes and to enhance and protect the value, desirability and attractiveness of said Property to insure that it will continue to be and remain a first-class restricted residential subdivision;

NOW, THEREFORE, Declarant hereby declares that the Property described above shall be held, used, sold and conveyed in accordance with and subject to the Ayrshire Restrictions and the following plans of easements, restrictions and stipulations all of which are hereby adopted for and placed upon said Property and shall run with the Property and be binding on all parties now or any time hereafter having or claiming any right, title or interest in the described Property or any part thereof, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each owner thereof or any part thereof. Any one of said beneficiaries shall have the right to enforce such restrictions, covenants, or liens available at law or in equity.

#### ARTICLE I DEFINITIONS

The following capitalized terms shall have the meanings given below:

1. **"Braeswood Place Homeowners Association"** (the "Association") (being the successor in interest to Southwest Civic Club by name change) means the non-profit corporation to which Ayrshire Corporation assigned its rights as the declarant of Ayrshire Addition, First Section, pursuant to Amendment to Restrictions recorded under County Clerk's File No. F030733 of the Real Property Records of Harris County, Texas.
2. **"Easement"** means the various utility, driveway, or other easements of record from time to time in the Official Public Records of Real Property for Harris County, Texas, and such other easements as are created or referred to in this Declaration.
3. **"Owner"** means the legal Owner, whether one or more persons or entities, of any "Tract including contract sellers and any person or entity holding legal title as Trustee, but excluding those having such interest merely as security for the performance of an obligation.

4. "Owners Committee" means a committee of three (3) individuals appointed by Declarant.
5. "Tract" means each of the twenty-two (22) parcels of land out of the Property the same being designated as Lot 1 through Lot 5, Section 15; Lot 1 through Lot 9, Section 16; and Lot 1 through Lot 8, Section 17 inclusive on Exhibit "A" attached hereto, each constituting a building site for one residence for individual use and ownership.

## ARTICLE II BUILDING AND USE RESTRICTIONS

Section 1. Residences and Buildings. No buildings or other structures shall be placed, constructed or reconstructed on any of the Tracts of this property other than single family residences.

Section 2. Residential Use. Each Tract shall be used for and occupied solely as a single-family residence. No Tract shall be used or occupied for any business, commercial, trade or professional purpose. The term "Single Family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single Family shall mean the use of, and improvement to, a Tract with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Tract contain more than one dwelling. No multi-family dwellings may be constructed on any Tract. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Tract and/or homesite. It is permitted for Owners to lease a residence in the Property, so long as tenants are leasing the entire land and improvements comprising the homesite. Notwithstanding anything contained herein to the contrary, no Owner may lease a residence to a registered sex offender. The foregoing notwithstanding, Declarant, as an Owner may construct single family residences on the property and conduct sales of the same therefrom.

Section 3. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any homesite, which is visible from any street, common area or other Tract unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the Owners Committee. The Owners Committee may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Owners Committee shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be

placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 ("the 1996 Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

In the event that it is impossible to receive a signal from a non-visible location, the installation of antennas shall be subject to rules and regulations which may be promulgated by the Owners Committee setting out preferred alternate locations for antennas..

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Tract, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood or to other Tracts. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Tracts.

There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on their Tract. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Section 5. Signs. There shall not be displayed to public view or any Tract any sign other than one (1) "for sale" or "for lease" sign of not more than six (6) square feet. This prohibition shall not apply to Declarant in its initial sale of the residences it constructs on the Property.

Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than two (2) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for the "Child Find" program or a similar program sponsored by a local police and/or

local fire department.

Signs or stickers depicting "Braeswood Place" provided to an Owner by the Association shall be permitted.

Section 6. Maintenance. All Tracts shall at all times be kept in a healthful, sanitary, and attractive condition. All trash, garbage, or waste matter shall be kept in adequate containers which shall be maintained in a clean and sanitary condition and screened from public view. No trash container may be (i) placed at the curbline prior to 6:00 p.m. of the day preceding a day designated for trash collection service at that location or (ii) allowed to remain at the curbline following 10:00 p.m. of the day on which trash collection occurs. Each Tract shall be landscaped in an attractive manner. All landscaping, including lawns, shall be kept healthy, weed free, neatly trimmed, pruned, mowed, all as appropriate, and in an attractive condition. All diseased or dead vegetation shall be promptly removed and replaced as necessary to maintain the attractiveness of the landscaping. Each Owner shall keep the exterior of the improvements on its Tract neat, clean, and well-maintained. This maintenance obligation shall include the obligation to repaint painted surfaces as necessary. All painting shall be done so as to maintain the original color scheme of the improvements on the property.

If an Owner fails to maintain his Tract or the improvements thereon in accordance with the requirements of this provision, the Owners Committee may give the failing Owner notice thereof. If such failing Owner does not remedy the situation for which notice is given, in writing within fifteen (15) days of the deposit of such notice in the United States Mail, in a prepaid wrapper, registered or certified, return receipt requested and addressed to the Tract of the Owner, the party giving such notice may undertake such action as is necessary, and the Owner of the subject Tract shall pay on demand the costs such party incurs.

Section 7. Storage Parking of Automobiles, Boats, Trailers and Other Vehicles. No boats, trailers, travel trailers, automobiles or vehicles of any kind (either operative or inoperative) shall be left overnight in the public street right-of-way adjacent to the Property or on the Property except in garages closed to public view. Owners shall keep their garages neat and clean and the doors thereof closed except when entering or leaving same. All garages shall be maintained so they may at all time be used for vehicular parking and shall not be converted for any use which would hinder or impede such use.

Section 8. Temporary Structures Prohibited. No structure of a temporary character, such as a tent, trailer, camper, garage or other outbuildings (whether affixed to the realty or not) shall ever be used on the Property as a residence or dwelling. No out building and/or accessory building (including, but not limited to sheds, greenhouses, gazebos, play houses, shade trellis) shall be constructed or placed on a Tract within the Property without the prior written approval of the Owners Committee. The Owners Committee shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures.

Section 9. Architectural Control. No improvements of any character shall be erected or placed on the Property other than those originally constructed by Declarant, except for

replacements thereto or reconstruction thereof all of which shall be in accordance with plans and specifications used by Declarant in the original construction. No changes shall be made in the exterior color scheme of the improvements on the Property. Any Owner desiring to repair or reconstruct the Improvements on its Tract shall obtain the written approval of the Owners Committee before commencing same. If, but only if, the proposed work will be in accordance with the plans and specifications used by Declarant in the original construction, such approval shall not be withheld. The Owners Committee and/or the Association, are hereby vested with the authority to charge a review fee in connection with reviewing plans and specifications submitted as required herein. In the event the Owners Committee fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved.

Notwithstanding anything contained herein to the contrary, the Association shall have the right, but not the obligation, to enforce the Architectural Control provisions contained herein in the event the Owners Committee fails to enforce same.

Section 10. Agreement for Mediation. In the event any dispute arises under the provisions of this Declaration, all parties to the dispute shall attempt to settle it in good faith. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services equally. All parties will meet with the mediator who will try to resolve the dispute informally and confidentially. The mediator will facilitate the resolution of any disputes but no settlement will be binding unless it is agreed to in writing by all parties.

Section 11. Architectural Photography. Declarant shall have the right to photograph the Property, either the exterior or interior for its own or publication purposes during a two year period following substantial completion of the residential units thereof. Declarant shall notify the Owner of the subject Tract at least seven (7) days in advance of photography. Declarant may ask for cooperation in adjusting interior window blinds and lighting temporarily or consent to arrange furniture or add furnishings (in the latter two cases all at Declarant's expense), which cooperation or consent shall not be unreasonably withheld.

Section 12. Mineral Exploration. No oil, gas or other mineral or water exploration or development operations, including, without limitation, seismographic exploration, drilling, refining, mining, quarrying, tunneling, excavation, tank or pipeline construction or erection or any other similar activity or activities connected with such exploration or development, shall ever be conducted on the Tract.

Section 13. Insurance. Each Owner shall obtain insurance for his Tract and all improvements thereon against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement costs of any repair or reconstruction work in the event of damage or destruction from any hazard. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be the expense of the Owner. In the event of damage or destruction by fire or other casualty to a Tract or any improvements thereof, the Owner shall promptly upon the receipt of the insurance proceeds, contract, and without delay commence, to

rebuild or repair such damaged or destroyed portions of the Tract or any improvements thereon to as good condition as formerly and in accordance with the plans and specifications of the original construction. If the Owner of the affected Tract did not maintain insurance as above required, the Owners Committee (or any Owner if the Owners Committee fails to act in a timely manner) may effect such repair or reconstruction and all sums expended pursuant to this Section 13 shall be due and payable by the Owner of the affected Tract on demand and shall be secured by the express lien hereinafter provided.

Section 14. Window Coverings. Within three (3) months of occupying a dwelling on any homesite, lot, or tract, an Owner shall install appropriate window treatments in keeping with the aesthetics of the Property. Appropriate window treatments would include, by way of illustration, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; and/or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the dwelling. Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the aesthetics of the Subdivision, such as reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a townhouse project of the same caliber as the Property.

### ARTICLE III EASEMENTS

Section 1. Utilities, Etc. In addition to all easements mentioned or created in the Plat, or otherwise existing, easements shall exist as follows:

- A. Utilities. Easements for installation of utilities are reserved and dedicated as shown and/or provided for from time to time in instruments of record in the public records of real property of Harris County, Texas, and/or in this Declaration.
- B. Minor Encroachments. Each Tract shall be subject to a perpetual easement for minor encroachments from improvements originally constructed by Declarant on adjoining Tracts and improvements which are replacements to and in conformance with such original construction.
- C. Owners of Adjacent Tracts. All Tracts shall be subject to a perpetual easement in favor of abutting Tracts for maintenance and repair of the improvements on such abutting Tracts if the same cannot reasonably be accomplished without use of such easement.
- D. Driveway Easement. The Owners shall each have the right to use the driveway which is to be placed upon the Tracts, and shall not block any portion of such driveway so as to interfere with any Owner's use of same.

## ARTICLE IV COMMON AREAS

Section 1. Common Areas Defined. The common areas shall consist of the driveway and all land in front of each townhome and between the buildings as shown on Exhibit "A" and the two access gates located at either end of the driveway.

Section 2. Maintenance of Common Areas. The common areas will be landscaped and maintained by the Owners Committee, and all costs incurred for same will be assessed to the Owners of each Tract, to be divided equally between the Tracts.

## ARTICLE V MAINTENANCE CHARGES

Section 1. Collection and Liens. All sums owed by Owner to the Owners Committee or another Owner pursuant to a provision of this Declaration, together with interest thereon at the per annum rate of 18% shall be secured by a lien which is hereby created upon the subject Tract in favor of the party to whom such sums are owed. The beneficiary of said lien shall have a power of sale to enforce same in the manner provided by the Texas Property Code, or as otherwise provided by law for non-judicial foreclosure. Said lien shall be subordinate and inferior to purchase money liens. The Owners Committee may, by appropriate written instrument recorded in accordance with the laws of the State of Texas and with notice to all Owners, subordinate said lien to any other mortgage or deed of trust liens and/or other encumbrances.

Section 2. Cumulative Remedies. The various rights and remedies of the Association, the Owners Committee, and the Owners, as set out herein, are and shall be cumulative of and in addition to each other and, those provided at law or in equity. All of such remedies may be used, relied upon, resorted to and enforced without in any way affecting the ability of the Association, the Owners Committee, or Owner to use, rely upon, resort to and enforce the others, or any of them.

Section 3. Additional Charges. In addition to the sums owed by an Owner to the Owners Committee as provided for herein, Owners shall further be obligated to pay to the Association the Association Fee and Security Fee (the "Braeswood Place Assessments") as same are set by the Board of Directors of the Association. The Owners Committee shall be obligated to collect the annual Braeswood Place Assessments from each of the twenty-two (22) units within the Property, and remit the total amount due to the Association upon presentation of a request for payment of same by the Association. If the Owners Committee fails to remit payment in full for all twenty-two units, the Association shall be entitled to take legal action against the Owners for collection of the Braeswood Place Assessments together with attorneys' fees, interest, late fees and costs as necessary for collection. Any Braeswood Place Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest.



ARTICLE VI  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement. The Declarant, the Owners Committee or any Owner at their own respective expense shall have the right to enforce by proceeding at law or in equity all restrictions, covenants, conditions, reservations and charges and all other provisions set out in this Declaration. Failure of the Declarant, the Owners Committee or any Owner to take any action upon any breach or default of or in any respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default. If the Owners Committee (or its designee) or an Owner places the enforcement of this Declaration in the hands of an attorney who files suit against an Owner thought to be in default or violation of a provision hereof and if the party so prosecuting prevails in such suit, the Owner so sued shall be liable to the party so prosecuting for its attorney's fees and court costs.

Section 3. Secondary Enforcement. Braeswood Place Homeowners Association shall have the secondary right to enforce all restrictions, conditions, reservations and charges and all other provisions set out in this Declaration in the event that the Owners Committee or the Owners fail to take any action upon a breach or default of the provisions of this Declaration, provided that, prior to exercising its right of secondary enforcement, Braeswood Place Homeowners Association shall notify each Owner of the breach or default that is not being enforced at least fifteen (15) days prior to the commencement of any secondary enforcement right by Braeswood Place Homeowners Association. Any notice required to be given under this subsection shall be in writing and shall be deemed to be effective and properly served (i) when delivered in person at each townhome unit and receipted for, or (ii) three (3) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed to each townhome unit.

Notwithstanding anything contained herein to the contrary, the Association shall have the right, without the obligation, to enforce the Ayrshire Restrictions upon all or any portion of the Property. In the event that the terms of this Declaration are in conflict with the Ayrshire Restrictions, the Ayrshire Restrictions shall control.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is the most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no way affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

Section 6. Amendments. This Declaration can be amended or modified at any time by an instrument in writing signed by the Owners of a majority of the Tracts and the written approval of at least two-thirds (2/3) of the members of the Board of Directors of the Association ("Association Joinder"); provided however, that so long as Declarant owns any Tract or portion of the Property, any such amendment shall require the written approval of the Declarant. A request for the Association's Joinder of any such proposed amendment shall be in writing and delivered, via receipted delivery, to the Association at 4189 Bellaire Blvd. #257; Houston, Texas 77025 or its principle place of business if different than the foregoing, and to its registered office according to the records of the Texas Secretary of State records. The Association's approval shall not be unreasonably withheld, conditioned or delayed and such approval shall be deemed granted if notice of disapproval is not given within thirty (30) days of receipt of request for approval and the written approval of at least two-thirds (2/3) of the members of the Board of Directors of the Association shall not be required. In the event the Association disapproves the proposed amendment, the Association shall set forth, in writing, the specific reasons for objection and proposed language which is satisfactory to the Association. Upon approval of the Owners, and Association Joinder as set out above, of said amended declaration (as evidenced by the signatures of the Owners of the Tracts and Association Joinder) the amended declaration shall be recorded in the Real Property Records of Harris County, Texas, whereupon to the extent of any conflict with this Declaration, the amended declaration shall control.

Section 7. Owners Committee. The affairs of the Owners Committee shall be managed in accordance with the bylaws it adopts.

Section 8. Compliance with Laws. At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Tracts and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Section 9. Gender and Number. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 10. Governing Law. The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Harris County, Texas.

Section 11. Fines for Violations. The Owners Committee, and the Association, may assess fines for violations of the restrictions contained in this Declaration, other than non-payment or delinquency in assessments, in amounts to be set by the Owners Committee and/or the Association.

Section 12. Current Address and Occupants. Owners are required to notify the Association, and the Owners Committee, in writing of their current address if other than the physical address of the Tract at all times. If an Owner fails to notify the Association and the Owners Committee of their current address, the Association and the Owners Committee shall use the address of the Tract as the current address. If an Owner leases the property, they shall supply the name of the tenant present upon the execution of any lease.

Section 13. Security.

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT, NOR THE OWNERS COMMITTEE, SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT, OR THE OWNERS COMMITTEE, BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT OR TRACT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT, OR THE OWNERS COMMITTEE, DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT OR TRACT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT, OR THE OWNERS COMMITTEE, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT, OR THE OWNERS COMMITTEE, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

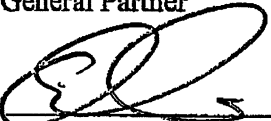
IN WITNESS THEREOF, the undersigned, Academy R & K, Ltd., a Texas limited partnership, the Declarant herein, has hereunto set its hand the date first above set forth.

[Signature Appears on Following Page]

ACADEMY R & K, LTD.,  
A Texas limited partnership

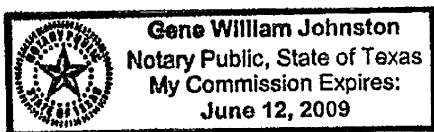
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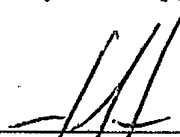
By: Academy Venture, L.L.C.,  
Its General Partner

By:   
Name: Harry L. Klein  
Title: Sole Member

STATE OF TEXAS       §  
                             §  
COUNTY OF HARRIS   §

This documents was acknowledged before me this 13 day of June, 2007, by Harry L. Klein, sole Member of Academy Venture, L.L.C., a Texas limited liability company, the General Partner of Academy R & K, Ltd., a Texas limited partnership, on behalf of said limited partnership.



  
Notary Public in and for  
The State of Texas

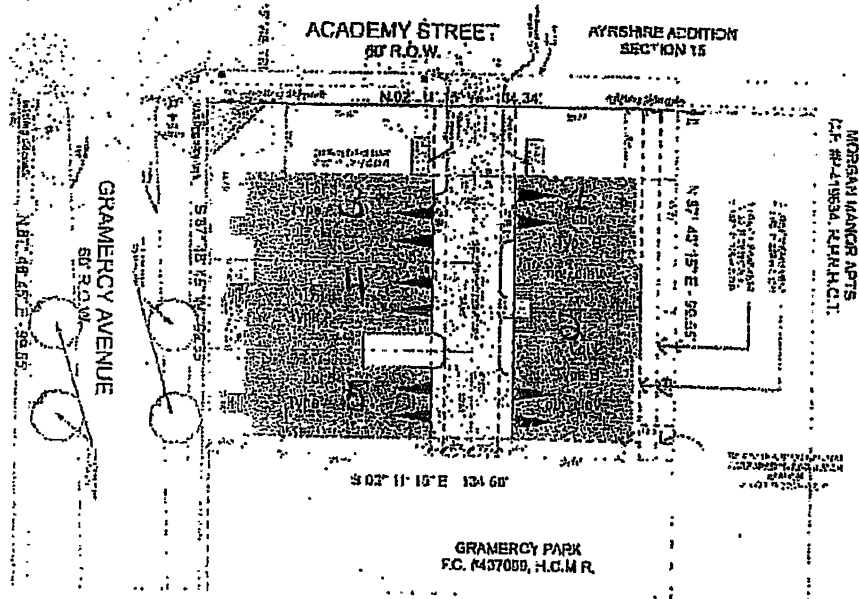
AFTER RECORDING RETRUN TO:

Wilson, Cribbs & Goren, P.C.  
2500 Fannin Street  
Houston, Texas 77002  
Attn: Cheryl Clare

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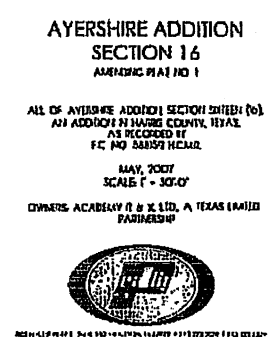
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Cheryl A. Kefauver  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

# EXHIBIT A

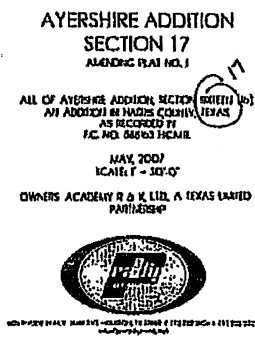


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JUN 13 2007

*Barclay L. Keyman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS