

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 §
THE COUNTY OF HARRIS §

THIS DECLARATION, made on the date hereinafter set forth by Hogar Builders, L.L.C., A Texas Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as SAN JULIO MANOR, a subdivision in Harris County, Texas described as follows:

All the lots in SAN JULIO MANOR, SECTION I, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under the Clerk's Film Code Number 590002, in the Map Records of Harris County, Texas.

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against SAN JULIO MANOR, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described lots in SAN JULIO MANOR, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to SAN JULIO MANOR HOMEOWNERS' ASSOCIATION, a non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only and interest in the mineral estate.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above and all plats or lots annexed pursuant to Section 9 of Article VI hereof.

Section 5. "Common Area" shall mean all property owned by the Association for the common use and benefit of the owners, of any.

Section 6. "Declarant" shall mean and refer to Hogar Builders, L.L.C., a Texas limited liability company and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development or are so designated in writing by Declarant as the successors and assigns of all Declarant's rights hereunder.

Section 7. "Private Subdivision" shall mean and refer to a subdivision which is not maintained by any governmental agency and which is being maintained and serviced by all the owners in common through the Homeowner' Association.

Section 8. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 9. "Builder" shall mean and refer to the record owner, whether a person or entity, of a fee simple title to any Lot which is a part of the Properties, who constructs a residence thereon and who offers the Lot and its improvements for resale to the public.

ARTICLE II RESERVATIONS, EXCEPTIONS and DEDICATIONS

Section 1. Recorded subdivision maps of the Properties. The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the Properties including without limitation certain minimum setback lines, and all dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the subdivision are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to thereon or not.

Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein. Any such replat must comply with all local, state, FHA and VA replatting ordinances, statutes, regulations and requirements.

Section 2. Easements. Declarant reserves for the public use the easements and right-of-way as shown on the recorded subdivision maps of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration or Veterans Administration. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 3. Title subject to easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by Contract, Deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm, sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

Section 4. Private Subdivision. It is expressly agreed and understood that SAN JULIO MANOR is a private subdivision which shall be maintained and serviced by San Julio Manor Homeowners' Association ("Association"), of which owners of the subdivision shall be mandatory members. All streets, street lights, common easements (i.e. electric, gas, water, telephone, cable, etc.) trash service, detention ponds (and its needs) and any other services needed or required by the City and/or County shall be considered as common ownership and shall be maintained and serviced by the Association until such time as the City of Houston or other entity chooses to assume responsibility. (This option belongs to the City of Houston or other entity and not to the homeowner and/or Homeowners' Association.) Further, each lot/home shall have a separate electric, gas and water meter which will be read and billed by the Association. The Association shall be billed by the respective suppliers. The Association shall also bill each homeowner for trash pickup, unless the homeowners by a 60% majority choose to place their at a designated area (designated by the City) for the City to pick up. The homeowners, by a 2/3 majority, may add other non-essential services which the Association shall manage and bill. The Association may file liens and/or foreclose on homeowners not paying timely the membership fees and maintenance fees, or utility bills, trash pickup and other service bills.

Section 5. Reservation of Right to Contract and Power-of-Attorney. Declarant hereby reserves the right to hereafter enter into non-exclusive franchise agreement(s) with one or more cable television companies, together with the right to obtain and retain all income, revenue and other things of value

paid or to be paid by such cable television companies to Declarant pursuant to any such agreement(s) between Declarant and such cable television companies.

Declarant hereby makes, constitutes and appoints San Julio Manor Homeowners' Association, a Texas non-profit corporation, its true and lawful attorney for it, and in its name, place and stead, to negotiate, contract and execute non-exclusive agreements for cable television services with cable television providers for a price and under terms and conditions which, in the sole judgment of the San Julio Manor Homeowners' Association, are deemed by San Julio Manor Homeowners' Association to be in the best interest of the homeowners who now or in the future reside in the Subdivision; provided, however, any such non-exclusive agreement shall always provide that the cable television provider shall place all cable, equipment, lines or any other materials used by said provider in underground conduits.

Giving and granting unto said Attorney full power and authority to do and perform every act necessary and proper to be done in the exercise of the foregoing special power as fully as Declarant might or could do, hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof.

For value received, receipt of which is hereby acknowledged, Declarant does hereby grant said attorney-in-fact the right to contract for, collect, obtain, retain and use for its own benefit all income, revenue and other things of value paid or to be paid by any cable television provider which San Julio Manor Homeowners' Association contracts with for cable television services within the subdivision. Declarant herein releases all rights to contract for, collect, obtain, retain and use for its own benefit all income, revenue and other things of value paid or to be paid by any cable television provider which San Julio Manor Homeowners' Association contracts with for cable television services within the subdivision, and by such grant, Declarant intends that this Power of Attorney be coupled with an interest, and Declarant does hereby make and declare this Power of Attorney to be irrevocable by it, its successors or assigns, renouncing all right to revoke this power or to appoint any other person or entity to perform any of the acts enumerated herein.

ARTICLE III USE RESTRICTIONS

Section 1. Minimum square footage within improvements. Those lots described above as shown on the plat of SAN JULIO MANOR, are restricted to a dwelling with a minimum of one thousand one hundred (1,100) square feet, exclusive of open porches and garages or carports.

Section 2. Location of the improvements upon the Lot. No structure shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats.

Section 3. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried 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 may become, an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 4. Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which have received Association and/or its designated committee approval; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 5. Mineral operation. 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 or natural gas shall be erected, maintained or permitted upon any Lot.

Section 6. Animal husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each species of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from their home Lot, pets must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris and droppings.

Section 7. Walls, fences and hedges. All fences must be constructed of ornamental iron, wood, or masonry and no chain link fences shall be placed on any lot without the express prior approval in writing of the Association and/or its designated committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such chain link fence is not visible from any street.

Section 8. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public

view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of violation by the Owner or occupant of any Lot of any covenant, condition or restriction imposed upon the Owner or Lot in this Article III and the continuance of such violation after ten (10) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior of the residence, the fence and any other improvement located thereon. To the extent necessary, and only if residents have moved out, to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and/or restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees, shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 9. Signs, advertisements, billboards. Except for signs owned by Declarant or by builders advertising their model homes during the period of original construction and home sales, no sign, poster, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising out of such removal.

Section 10. Maximum height of antenna. No radio or television aerial wires, radio or television antenna, or satellite dishes of any kind shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, to include satellite dishes, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, including satellite dishes, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot.

ARTICLE IV
SAN JULIO MANOR HOMEOWNERS' ASSOCIATION

Section 1. Membership and voting rights. Every owner of a lot subject to a maintenance charge assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

Section 2. Non-Profit Corporation. SAN JULIO MANOR HOMEOWNERS' ASSOCIATION, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 3. By-laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 4. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE V
MAINTENANCE ASSESSMENT
(COMMON AREAS, ETC.)

Section 1. Creation of the lien and personal obligation of assessments. Each Lot in the Properties is hereby subjected to an annual maintenance charge, and the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of common areas, if any. The responsibilities of the Association shall include, by way of example but without limitation, at its sole discretion, any and all of the following: sanitary and storm sewers, water lines, gas lines, electrical lines, detention ponds, streets, maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas,

if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Rate of assessment. The annual and special assessments shall be fixed at a uniform rate as follows:

- (a) Owners (excluding Declarant, its successors or assigns and Builders), as defined herein, shall pay one hundred percent (100%) of both annual and special assessments.

The annual maintenance charge pursuant to Section 3(b) above shall begin to accrue on the date the lot or home is purchased and titled is transferred from the Developer (Declarant). The maintenance charge pursuant to Section 3(a) shall be prorated for the year of transfer based on the number of months remaining during the calendar year of transfer and said portion shall be due and payable at closing. After the year of transfer the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1, of the specific year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Association, require and can collect special assessments as well as annual charges above described whenever the members so vote.

Section 4. Maximum annual assessment. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10 percent above the assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of the Members in the Association present and voting, in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The date shall be established by the Board of Directors.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal

property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Effect of nonpayment of assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

Section 7. Subordination of the lien to mortgages. To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien 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 Declarant and the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Owners' Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Association Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to suspend the voting rights and right to use the Common Area, if any, by an Owner for any period during which any assessment against his Lot remains unpaid, and to publish rules and regulations for the use of the common areas including the right of suspension of the right and easement for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

B. The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be placed upon the Association or any portion of the Common Area, if any, to the Association.

Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Areas, if any, and the facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VI GENERAL PROVISION

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Association or Lot Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorney's fees, incurred by the Association and/or Lot Owner in compelling compliance with these Restrictions. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-laws of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the SAN JULIO MANOR HOMEOWNERS' ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration and/or the Veteran's Administration; Annexation of additional properties; dedication of any common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

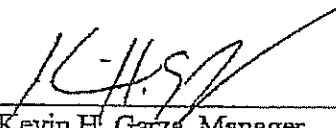
Section 5. Interpretation. The provisions hereof are to be liberally construed to give full effect to their intent and purposes. The captions of each Section and Article contained herein are inserted only for convenience and are not to be construed as a substantive part of this Declaration.

Section 6. Effective Date. This Declaration is effective from and after the date of filing of same in the Official Public Records of Real Property of Harris County, Texas.

EXECUTED AND ACKNOWLEDGED BY THE DECLARANT:

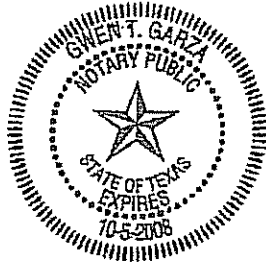
HOGAR BUILDERS, L.L.C.

By: _____


Kevin H. Garza, Manager

State of Texas §
 §
County of Harris §

SWORN TO AND SUBSCRIBED before me on the 05th day of October, 2005.




Notary Public Signature

AFTER RECORDING RETURN TO:

Hogar Builders, L.L.C.
1111 North Loop West, Ste. 927
Houston, Texas 77008-4716