

**NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**RALEIGH CREEK HOMEOWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the authorized representative of Raleigh Creek Homeowners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1.    Property: The Property to which the Notice applies is described as follows:
  - a.    Raleigh Creek, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 656125 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - b.    Raleigh Creek, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 663121 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - c.    Raleigh Creek, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 681199 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - d.    Raleigh Creek, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 682825 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  
2.    Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
  - a.    Documents:
    - (1)    Declaration of Covenants, Conditions and Restrictions for Raleigh Creek.
    - (2)    First Amendment to Declaration of Covenants, Conditions and Restrictions for Raleigh Creek.

RP-2019-380885

- (3) Second Amendment Declaration of Covenants, Conditions and Restrictions for Raleigh Creek.
- (4) Supplemental Declaration for Raleigh Creek Section Two (Raleigh Creek Homeowners Association, Inc.).
- (5) Supplemental Declaration for Raleigh Creek Section Three (Raleigh Creek Homeowners Association, Inc.).
- (6) Supplemental Declaration for Raleigh Creek Section Four (Raleigh Creek Homeowners Association, Inc.).

b. Recording Information:

- (1) Harris County Clerk's File No. 20130584244.
- (2) Harris County Clerk's File No. RP-2017-532505.
- (3) Harris County Clerk's File No. RP-2019-200341.
- (4) Harris County Clerk's File No. RP-2017-532497.
- (5) Harris County Clerk's File No. RP-2017-532496.
- (6) Harris County Clerk's File No. RP-2019-59215.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Harris County, Texas:

a. Document:

- (1) Raleigh Creek Homeowners Association, Inc. Secretary's Certificate [Certificate of Formation and Bylaws].
- (2) Raleigh Creek Homeowners Association, Inc. Secretary's Certificate [Raleigh Creek Builder Guidelines].
- (3) Raleigh Creek Homeowners Association, Inc. Secretary's Certificate [First Amendment to Raleigh Creek Builder Guidelines].
- (4) Second Amendment to Raleigh Creek Builder Guidelines.
- (5) Third Amendment to Raleigh Creek Builder Guidelines.
- (6) Raleigh Creek Homeowner Association, Inc. (Notice to Owners).

b. Recording Information:

- (1) Harris County Clerk's File No. 20140004601.
- (2) Harris County Clerk's File No. 20130584241.
- (3) Harris County Clerk's File No. 20140196400.
- (4) Harris County Clerk's File No. RP-2017-545937.
- (5) Harris County Clerk's File No. RP-2019-201334.
- (6) Harris County Clerk's File No. 20140353304.

4. Dedictory Instruments: In addition to the Dedictory Instruments identified in Paragraph 3 above, the following documents are Dedictory Instruments governing the Association:
- a. Payment Plan Policy for Raleigh Creek Homeowners Association, Inc.
  - b. Open Records Policy for Raleigh Creek Homeowners Association, Inc.
  - c. Records Retention Policy for Raleigh Creek Homeowners Association, Inc.

True and correct copies of such Dedictory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedictory Instruments attached to this Notice are true and correct copies of the originals.

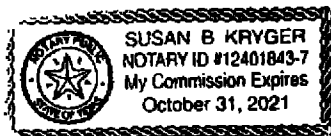
Executed on this 28<sup>th</sup> day of August, 2019.

**RALEIGH CREEK HOMEOWNERS  
ASSOCIATION, INC.**

By: Sipra S. Boyd  
Sipra S. Boyd, authorized representative

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 28<sup>th</sup> day of August, 2019 personally appeared Sipra S. Boyd, authorized representative of Raleigh Creek Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Susan B Kryger  
Notary Public in and for the State of Texas

RP-2019-380885

**PAYMENT PLAN POLICY**  
*for*  
**RALEIGH CREEK HOMEOWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Gary Rogers, Secretary of Raleigh Creek Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9 day of September, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

**POLICY:**

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed to the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association will be a minimum of three (3) months and a maximum of six (6) months. The maximum period for a payment plan may be extended if the Board of Directors determines, in its sole judgment, that hardship conditions exist necessitating a longer payment plan period. The Association will determine the appropriate term for a payment plan considering the amount owed and the term requested by the Owner, subject to the minimum and maximum terms.

RP-2019-380885

3. **Payment Plan Agreement.** The Owner is obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan is not effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan will include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan will not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement may provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3<sup>rd</sup>) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association may add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: not more than \$30.00 for the preparation of a Payment Plan Agreement and not more than \$10.00 for receiving, documenting and processing each payment. The amounts determined by the Board to be charged for the preparation of a Payment Plan Agreement and processing payments must be uniform as to all Owners who enter into a payment plan. During the term of the payment plan, interest at the rate provided in the Declaration will continue to accrue on delinquent assessments.

7. **Monthly Penalties.** During the term of the payment plan, the Association may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include, by way of example and not in limitation, late charges.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner will be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement will automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void does not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

RP-2019-380885

The Association is not required to make a payment plan available to an Owner after a notice in accordance with Section 209.0064(b)(3) has been sent to the Owner and the period in that notice has expired. Finally, the Association is not required to allow an Owner to enter into a payment plan more than once in any twelve (12) month period.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 9 day of August, 2019.

**RALEIGH CREEK HOMEOWNERS  
ASSOCIATION, INC.**

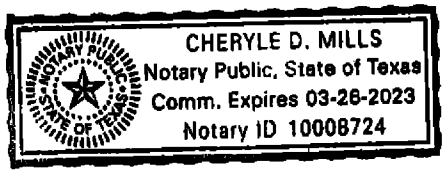
By: [Signature]

Printed: Gary Rogers

Its: Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 9 day of August 2019 personally appeared Gary Rogers, Secretary of Raleigh Creek Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



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

RP-2019-380885

OPEN RECORDS POLICY  
for  
RALEIGH CREEK HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Gary Rogers, Secretary of Raleigh Creek Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9 day of August, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

**POLICY:**

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
  - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
  - b. describe with sufficient detail the books and records of the Association that are requested; and
  - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association must send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice must be sent on or before the tenth (10<sup>th</sup>) business day after the date the Association receives

the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association must produce copies of the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, the Association must provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15<sup>th</sup>) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association must produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection will take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative may identify the books and records to be copied and forwarded. The Association must thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

RP-2019-380885



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| Labor for locating, compiling and reproducing records* | \$15.00 per hour                         |
| Copies (8½ x 11 and 8½ x 14)                           | \$0.10 per page                          |
| Oversize paper copies (11 x 17, greenbar and bluebar)  | \$0.50 per page                          |
| Specialty papers (blue print and maps)                 | actual cost                              |
| Diskette   | \$1.00                                   |
| Magnetic tape or data or tape cartridge                | actual cost                              |
| CD   | \$1.00                                   |
| DVD  | \$3.00                                   |
| VHS video cassette                                     | \$2.50                                   |
| Audio cassette   | \$1.00                                   |
| Other  | At the rate provided for in Section 70.3 |

9. **Advance Payment of Estimated Costs.** The Association must estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association will submit a final invoice to the Owner on or before the thirtieth (30<sup>th</sup>) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner is required to pay the additional amount to the Association before the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association must refund the excess amount paid by the Owner not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

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\* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

RP-2019-380885

**11. Books and Records Not Required to be Produced.**

11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:

- a. identify the history of violations of dedicatory instruments of an individual Owner;
- b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
- c. disclose an Owner's contact information, other than the Owner's address; or
- d. disclose information related to an employee of the Association, including personnel files.

11.2. The Association is also not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.


11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. **Business Day.** As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

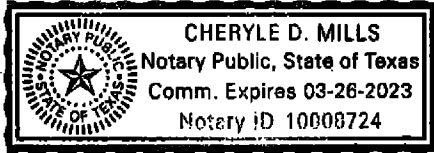
TO CERTIFY which witness my hand this the 9 day of August, 2019.

**RALEIGH CREEK HOMEOWNERS  
ASSOCIATION, INC.**

By:   
Printed: Gary Rogers  
Its: Secretary

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned notary public, on this 9 day of August, 2019 personally appeared Gary Rogers, Secretary of Raleigh Creek Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Cheryle D. Mills  
Notary Public in and for the State of Texas

RP-2019-380885

**RECORDS RETENTION POLICY**  
*for*  
**RALEIGH CREEK HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS       §

I, Gary Rogers, Secretary of Raleigh Creek Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9 day of August, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

**POLICY:**

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form. To the extent that the Association does not currently have copies of Association records for the time periods described in this policy, this policy shall only be applicable to Association records created after the date this policy is adopted.

1. **Retention Periods.**

| Record Description  | Record Retention Period |
|---|-------------------------|
| a) Financial records (including budgets, financial reports, bank records, and paid invoices)  | Seven (7) years         |
| b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any | Five (5) years          |

RP-2019-380885

|  |   |
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| dedicatory instrument of the Association) of current owners  |   |
| c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners   | One (1) year after the former owner ceases to own a lot in the subdivision              |
| d) Contracts   | Four (4) years after expiration or termination of the contract                          |
| e) Minutes of meetings of the Board of Directors   | Seven (7) years   |
| f) Minutes of meetings of the members  | Seven (7) years   |
| g) Federal tax returns   | Seven (7) years   |
| h) State tax returns, if any   | Seven (7) years   |
| i) Audit reports   | Seven (7) years   |
| j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions for each section within the subdivision and all amendments and supplements to each Declaration; annexation documents; and deeds conveying real property to the Association | Permanently   |
| k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies   | One (1) year after the date the document is rescinded or superseded by another document |
| l) Minutes and reports of committees   | Seven (7) years   |
| m) Insurance policies  | Four (4) years after expiration or termination of the policy                            |
| n) Insurance claims and related documents  | Four (4) years after the claim is resolved  |
| o) Personnel records, excluding payroll records  | Permanently   |
| p) Payroll records   | Five (5) years after the date of termination of employment                              |
| q) Reserve study   | For the period of time covered by the study, plus two (2) years                         |

|   |   |
|---|---|
| r) Legal opinions issued by counsel for the Association | Permanently   |
| s) Suit files   | Seven (7) years after the date the suit is resolved |

**2. Destruction of Documents.**

The documents listed in Section 1, above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1, above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents will be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents will be by deletion from hard disks and reformatting of removable disks. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 9 day of August, 2019.

**RALEIGH CREEK HOMEOWNERS  
ASSOCIATION, INC.**

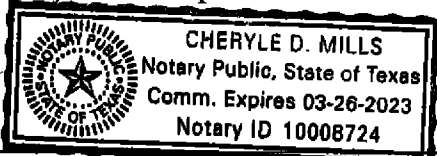
By: [Signature]

Printed: Gary Rogers

Its: Secretary

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 9 day of August 2019 personally appeared Gary Rogers, Secretary of Raleigh Creek Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



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

RP-2019-380885

RP-2019-380885  
# Pages 15  
08/28/2019 02:37 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$68.00

RECORDERS MEMORANDUM

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

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2019-380885