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DEED OF GIFT

**Hunters Creek Subdivision Section 1
City of Baytown, Harris County, Texas
Lots 5 and 26, Block 3
Lots 5 and 26, Block 4**

GF# 013435
Celebrity Title

20110356333
08/24/2011 RP2 \$28.00

Date: August 19, 2011

Grantor: Chesmar Homes, LTD.

Grantor's Mailing Address

654 N. Sam Houston Pkwy East, Suite 250
Houston, Texas 77060-5913

Grantee: Hunters Creek BT Homeowners Association, Inc.

Grantee's Mailing Address:

c/o Crest Management Company
17171 Park Row, Suite 310
Houston, Texas 77084

Property:

All of Lots 5 and 26, Block 3 and Lots 5 and 26, Block 4 of Hunters Creek Section 1, according to the Plat thereof recorded under County Clerk's File No. 20080099443 and film code number 620062 of the Map Records of Harris County, Texas. u
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Matters Affecting Conveyance and Warranty:

- HP 078-1-0653
1. The exception and reservation of all oil, gas and other minerals in, on and under the Property, which minerals were excepted and reserved by predecessor or predecessors in title of Grantor, and which exception is made in favor of present owner or owners of such minerals as their interests may appear of record in Harris County, Texas.
 2. Grantor reserves for itself and its successors or assigns, with the right of assignment in whole or in part, the right to install, maintain and replace signs upon the Property as Grantor shall deem appropriate to advertise its residential developments, the number and location of such signs to be determined by Grantor. Grantor covenants that any signs installed pursuant to the preceding provision to advertise Grantor's residential developments shall be removed when no longer used to advertise such residential developments.
 3. This conveyance is a gift by Grantor to Grantee, and the consideration for the conveyance shall be the mutual benefits derived by each party from this conveyance and Grantee's adherence to the requirements to the terms of the grant.
 4. This conveyance is subject to all matters of record in Harris County, Texas, validly subsisting against and affecting the Property on this date, except prior conveyances and monetary encumbrances. The entire mineral estate in the Property has been reserved by Grantor's predecessors in title.

5. Grantor reserves, together with the right of assignment in whole or in part, multiple easements on, along and across the Property for utility lines and for drainage, and the right to grant additional easements on, along and across the Property for public and private purposes without joinder of Grantee; provided, however, that any such use shall not unreasonably interfere with rights specifically granted to Grantee herein. Such easements include (but are not limited to) easements to public agencies and governmental agencies; easements for overhead and underground electrical distribution, natural gas transmission, telephone, cable television and similar services.
6. Grantor shall have the right, but not the obligation, to install additional landscaping on the Property, all without Grantee's consent. Upon completion and installation, the landscaping shall become Grantee's property.
7. The Property shall be used solely as parks, recreation, and landscaping and for related activities and for no other purposes; provided, however, that this use restriction shall in no manner diminish the rights that Grantor has reserved in this Deed.
8. Grantor reserves, together with the right of assignment in whole or in part, a non-exclusive easement on and over the Property and the right of free ingress and egress for access to the Property for the enjoyment and use of the Property for the purposes to which it is restricted by the terms of this Deed and dedicates a non-exclusive easement for these purposes to all present and future property owners within Grantee's jurisdiction. This right of free ingress and egress may be subject to reasonable rules and regulations imposed by Grantee.
9. The Property and all improvements on the Property shall be kept at all times in a sanitary, healthful and attractive condition with all weeds, grass and underbrush cut. No portion of the Property or the improvements shall be used for the exterior storage of materials or equipment without screening of the materials or equipment, nor shall any trees be cut, fell or removed from the Property except for diseased or dying trees, without Grantor's prior written consent.
10. The Property and improvements shall not be transferred to or received by any individual or corporation (except Grantor, for adequate consideration), but shall, in the event of dissolution or surrender of Grantee's non-profit corporation status, by termination of its existence or otherwise, pursuant to a lawful plan, be transferred or set over one or more non-profit corporations, trusts, societies or organizations engaged in activities substantially similar to the purposes stated in Grantee's articles of incorporation as filed with the Secretary of State of the State of Texas.
11. Notwithstanding any other term of this Deed of Gift, if all or any part of the property ceases to be used for the purposes stated above, title to any part of the Property not so used shall immediately revert to and become vested in Grantor; provided, however, that all restrictive covenants of this Deed of Gift shall cease to exist and be of no further force or effect with respect to the land title to which reverts in Grantor.
12. The Property is hereby restricted to use as parks, recreation, and landscape.

Nothing in this Deed of Gift, including reference to any instrument of record, shall have the effect of confirming or recognizing the validity of any instrument or right which had, on or immediately prior to this date, expired or lapsed by its terms or otherwise.

The reservations, conditions, covenants, exceptions and restrictions set out in this Deed of Gift and the obligations that are the undertakings of Grantee and its successors and assigns recited in this Deed of Gift shall be covenants running with the land and shall be binding on Grantee and its successors and assigns.

Grantor, for the consideration and subject to the reservations, conditions, exceptions and other matters set out in this Deed of Gift, including the Matters Affecting Conveyance and Warranty, gives, grants and conveys the property to Grantee, together with all in singular the rights and appurtenances thereto and any wise belonging, to have and to hold unto Grantee, and Grantee's successors and assigns for as long as the conditions of this Deed of Gift are satisfied. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and to Grantee's successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the Matters Affecting Conveyance and Warranty, when the claims are by, through and under Grantor, but not otherwise.

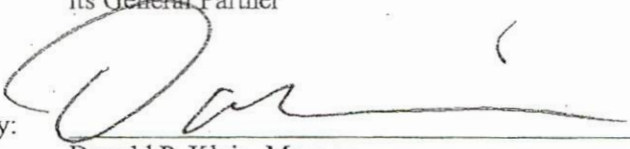
When the context requires, singular nouns and pronouns shall include the plural. Titles used in this Deed are used for convenience only and shall not limit or affect the content.

It is expressly agreed that the Grantor makes no warranty, either express or implied, as to the physical condition of the property and/or premises and/or improvements herein conveyed. The property and premises and any improvements are conveyed in "AS IS CONDITION", after inspection by Grantee. This provision is part of the consideration for the execution of this Warranty Deed by the Grantor herein and such Warranty Deed would not have been executed but for this provision. The recordation of this instrument by Grantee, or anyone acting on its behalf, conclusively evidences the acceptance of this conveyance subject to the provisions of this paragraph.

Grantee has executed this Deed of Gift for purposes of acknowledging acceptance of this instrument and to evidence its assent to the terms and provisions of the instrument.


CHESMAR HOMES, LTD.
a Texas limited partnership,

By: Chesmar Homes, L.L.C.,
A Texas limited liability company,
its General Partner

By: 
Donald P. Klein, Manager

**HUNTERS CREEK BT HOMEOWNERS
ASSOCIATION, INC.**

a Texas non-profit corporation

By: 
Ronald D. Brooks, President

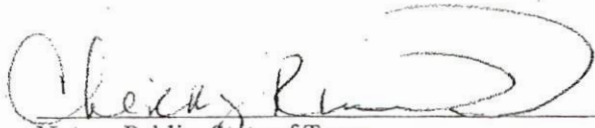
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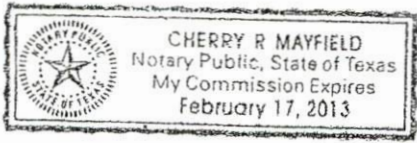
RECORDED

STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on August 19, 2011 by Donald P. Klein, Manager of Chesmar Homes, LLC., a Texas limited liability company, on behalf of said limited liability company, in its capacity as General Partner of Chesmar Homes, LTD., a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

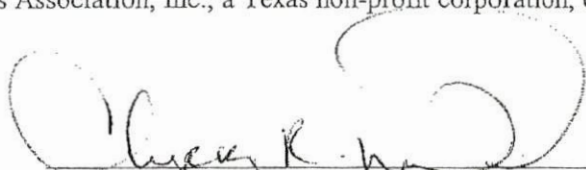
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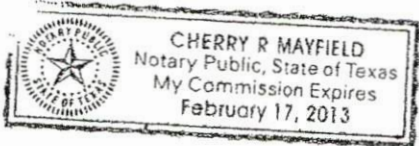
FILED

STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on August 19, 2011, by Ronald D. Brooks, President of Hunters Creek BT Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas



After Recording please return to:
Chesmar Homes, Ltd.
654 N. Sam Houston Pkwy East, Suite 250
Houston, TX 77060

Attn: Ron Brooks

RETURN TO
CELEBRITY TITLE
920 S FRY RD, STE A
KATY, TX 77450

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

9590-17-870 RR

RP 078-71-0657

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.

AUG 24 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS