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BOND

Bond No. 70105233

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Park Construction Associates, LLC / Fieldstone (Houston) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership whose (street address/phone) is 2505 Wehring Road, Rosenberg, Texas 77471 281/342-0031 / 9801 Westheimer, Ste. 250, Houston, TX 77042 713/627-1015, hereinafter called the Principal, and (Surety) The Guarantee Company of North America USA, a Corporation existing under and by virtue of the laws of the State of Michigan, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at (street address/phone) One Towne Square, Suite 1470, Southfield, MI 48076-3732 248/281-0281, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is (name/office) B. J. King, The Guarantee Company of North America USA, and whose (street address/phone) is 12600 Northborough, Suite 190, Houston, Texas 77067 866/328-0567, hereinafter called the Surety, and held and firmly bound unto Robert E. Hebert, County Judge of Fort Bend County, Texas or his successors in office, in the full sum of Three Hundred Two Thousand Seven Hundred Fifty and No/100 Dollars (\$302,750.00) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

Fieldstone Sec. 6

located in Fort Bend County, Texas; and,

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Fort Bend County, Texas, as more specifically set out in "Fort Bend County Regulations of Subdivisions" as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-

of-way until such time as said roads, streets, bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Fort Bend County, Texas (or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Fort Bend and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Fort Bend County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Fort Bend County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay Robert E. Hebert, County Judge of Fort Bend County, State of Texas, or his successors in office, for the use and benefit of Fort Bend County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Fort Bend from any and all damages, expenses, and claims of every kind and character which the County of Fort Bend may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the

construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Fort Bend County, Texas.

EXECUTED this 28th day of February, 20 14.

WITNESS:

Leslie Garcia
Secretary Leslie Garcia

Park Construction Associates, LLC
Principal

By: Edward D. Gill
Edward D. Gill, Manager

Principal:

**FIELDSTONE (HOUSTON) ASLI VI,
L.L.P.**, a Delaware limited liability
limited partnership

By: Avanti Properties Group II,
L.L.P., a Delaware limited liability limited
partnership, its general partner

By: Avanti Management
Corporation, a Florida corporation, its
general partner

By: Andrew Dubill

Name: Andrew Dubill

Title: Vice President

The Guarantee Company of North America USA
Surety

By: 

Beverly A. Ireland, Attorney-in-Fact

APPROVED this 11 day of March, 20 14.

ATTEST:



Dianne Wilson
County Clerk



Robert E. Hebert
County Judge
Fort Bend County, Texas





THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

***Roxanne G. Hebert, David R. Groppell, Edward L. Moore, Bruce C. DeHart, Sharen Groppell,
Beverly A. Ireland, Mary M. Rifaat
Elsey & Associates Surety/Insurance Agency, Inc.***

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature]

[Signature]

**STATE OF MICHIGAN
County of Oakland**

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature]

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of February, 2014.

[Signature]
Randall Musselman, Secretary



The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, Michigan 48076

Phone: 248-281-0281 Fax: 248-750-0431

Texas Consumer Notice

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your **agent** at:

3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4 You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470

Southfield, Michigan 48076

Web: www.gcna.com

E-mail: Info@gcna.com

Fax: 248-750-0431

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-91 04

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una q ueja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA:

One Towne Square, Suite 1470

Southfield, Michigan 48076

Web: www.gcna.com

E-mail: Info@gcna.com

Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1 - 800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-91 04

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TD I).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adj unto.