

0571626

OF
COVENANTS, CONDITIONS AND RESTRICTIONS

DEED RECORDS #
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THIS DECLARATION, made on the date hereinafter set forth by LOUVA, INC., here-
inafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Clear Lake City, County of
Harris, State of Texas, and which is more particularly described as:

Being 2.76 acres of land, more or less, more particularly described as
the Unrestricted Reserve of Block Eight (8), of CLEAR LAKE CITY,
SECTION ONE (1), a subdivision in Harris County, Texas, according
to the map or plat thereof, recorded in Volume 100, Page 56 of the Map
Records of Harris County, Texas,

AND WHEREAS, Declarant will convey the said properties, subject to certain protective
covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above
shall be held, sold and conveyed subject to the following easements, restrictions, covenants,
and conditions, all of which are for the purpose of enhancing and protecting the value, desir-
ability, and attractiveness of the real property. These easements, covenants, restrictions, and
conditions shall run with the real property and shall be binding on all parties having or acquiring
any right, title or interest in the described properties 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 FAIRWAY HOMEOWNER'S
ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property herein-
before described, and such additions thereto as may hereafter be brought within the jurisdiction
of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association
for the common use and enjoyment of the members of the Association.

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Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "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.

Section 7. "Declarant" shall mean and refer to LOUVA, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty per cent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum of such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. 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. Membership shall be appurtenant to and may not

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be separate from ownership of any Lot which is subject to assessment by the Association.
Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting memberships:

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Class A. Class A membership shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following event, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1975.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot

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remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than fifty (50) days in advance; and

(f) the right of the individual owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than the parking space or spaces provided for in the separate conveyance of his property, together with the right of ingress and egress in and upon said parking areas.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, 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 fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs,

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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 shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED SIXTY-EIGHT & NO/100 (\$168.00) DOLLARS per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the established Consumer Price Index formula by a vote of the members for the next succeeding three (3) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

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Section 4. Special Assessments for Capital Improvements.

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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of that particular lot by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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Section 8. Effect of Non-payment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments

provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become 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 10. Exempt Property. The following property subject to this Declaration

shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority;
- (b) The Common Area; and
- (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part

of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. This is to include changes or alterations in any manner to the original landscaping in the front yard of each dwelling. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, rear patio areas, storage and utility rooms.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE X

USE RESTRICTIONS

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the un-recorded plat consisting of 2.76 acres of land, more or less, heretofore mentioned, filed with the Federal Housing Administration and the Veterans Administration and no structure shall be erected on any of said easements.

Section 2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats or other common household pets (not to exceed two (2) of each category) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, but only for the use and pleasure of the Owners of such Lot.

Section 3. The drying of clothes in public view is prohibited except within the enclosed patios and garden areas at the rear of each dwelling.

Section 4. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential lot without first having obtained the consent in writing of the Fairway Homeowner's Association or its assignee. Fairway or its assignee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 5. No trucks, vans, trailers, boats, boat trailers, or boat rigging shall ever be placed or parked on any street, or on any Lot nearer to the street than the building set-back lines as shown on the un-recorded plat filed with the Federal Housing Administration and the Veterans Administration on the 2.76 acres heretofore mentioned.

Section 6. The digging of dirt or the removal of any dirt from any Lot is expressly

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prohibited, except when necessary in conjunction with the landscaping of such Lot, or in conjunction with construction being done on such lot. No trees shall be cut on any Lot except to provide room for construction of improvements, or to remove dead or unsightly trees. Prior to removal of any trees on any Lot, approval must be obtained from the Association, or its assignee.

Section 7. None of said Lots shall ever be used for illegal or immoral purposes.

Section 8. Reference is hereby made to the Community Services Charge created by that certain instrument executed by Friendswood Development Company and dated July 29, 1963, and recorded in Volume 5205, Page 384 of the Deed Records of Harris County, Texas, and the provisions of such Instrument creating said Community Services Charge are hereby incorporated in these restrictions as if set out herein in full. Such provisions shall be binding upon the hereinbefore described tract of 2.76 acres and all succeeding Owners thereof and may be enforced as against the Owners of such Lot in the same manner as the restrictions and covenants herein contained, there is excepted however, from the said Community Services Charge any garbage removal or disposal services. Fairway Homeowner's Association, Inc. may, but is not obligated to, pay out of the annual assessment levied by the Association the said Community Services Charge.

Section 9. Declarant herein also creates a private driveway easement in, over, and along a portion of the above described 2.76 acre tract, for the use and benefit of the present and future Owners of said Lots in order to allow their tenants, sub-tenants, guests, and invitees to use said easement/ but such use shall not vest in any such user any right, title, or interest in said easement, it being agreed that said easement is not intended for the use of the public generally or for the benefit of any political subdivision, except where an emergency, such as fire, or ambulance, garbage services, repair service vehicles necessary for the benefit and comfort of said Owners, need the use of the said private driveway easement for ingress and egress to said Lots.

ARTICLE XI RECORDED EASEMENTS

All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and it is further provided that no shrubbery, fence, or other obstruction shall be placed in any easement or alleyway, and that full right of ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, main-

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...restriction, condition or limitation of such utility.

ARTICLE XII
GENERAL PROVISIONS

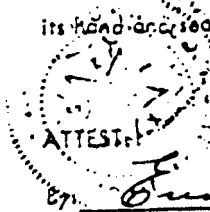
Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidatation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

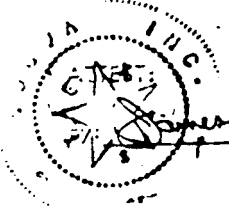
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind with the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of August, 1967.



James Ray
Secretary



James C. Miller
Secretary

NORWOOD HOMES, INC.

By: [Signature]

President

LOUVA, INC.

By: [Signature]

President

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Mortgage and Trust, Inc. joins in the execution hereof solely in its capacity as the owner and holder of a lien affecting the above described property.

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

By: _____

President

By: _____
Secretary
By: Louise Patters
Assistant Secretary

MORTGAGE AND TRUST, INC.

[Signature]
VICE - President

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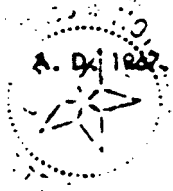
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THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Guy R. ODOM, President, and EVERILLE RAY, Secretary of NORWOOD HOMES, INC., a Texas corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and they each acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacities therein stated.

080-35-1305

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of AUGUST,



Benjamin Hammond
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared HARLAN E. SMITH, President, and JAMES C. NIVER, Secretary of LOUVA, INC., a Texas corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and they each acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of AUGUST

A. D. 1967.



Benjamin Hammond
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, President, and _____, Secretary
of FRIENDSWOOD DEVELOPMENT COMPANY, a corporation, known to me to be the persons and
officers whose names are subscribed to the foregoing instrument, and they each acknowledged to me
that they executed the same for the purposes and consideration therein expressed, as the act and deed
of said corporation, and in the capacities therein stated.

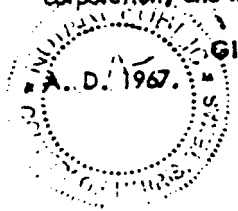
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____,
A. D. 1967.

Notary Public in and for Harris County, Texas.

080-35-1306

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared _____
Edward R. Johnson, Vice, President, and Louise Patton, President, Secretary
of MORTGAGE AND TRUST, INC., a corporation, known to me to be the persons and officers
whose names are subscribed to the foregoing instrument and they each acknowledged to me that they
executed the same for the purposes and consideration therein expressed, as the act and deed of said
corporation, and in the capacities therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of August,

Gladys D. Huey
Notary Public in and for Harris County, Texas.

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FILED
Petermonte
COUNTY CLERK
HARRIS COUNTY, TEXAS

SEP 14 4 20 PM 1967

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
also RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

SEP 14 1967



Petermonte
COUNTY CLERK
HARRIS COUNTY, TEXAS

DECLARATION COVENANTS, CONDITIONS and RESTRICTIONS on		2.76 acres, being Unrestricted Reserve in Block 8, of CLEAR LAKE CITY, SECTION ONE, Harris County, Texas.		BENJAMIN HAMMOND ATTORNEY AT LAW 11415 CHIMNEY ROCK P. O. BOX 24198 HOUSTON, TEXAS 77038
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