

*Restr*

DECLARATION

F300986

OF

175-15-1237

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

This Declaration, made on the date hereinafter set forth by Homecraft Corporation, a Texas corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property known as WINDFERN FOREST, *see* SECTION TWO, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume , Page , of the Map Records of Harris County, Texas; and

*2700*

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property 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 declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to WINDFERN FOREST, SECTION ONE CIVIC IMPROVEMENT ASSOCIATION, a Texas 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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such alterations thereto as may hereafter be recorded.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: OCT 16 1995  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Dolores T. Lopez* Deputy  
DOLORES T. LOPEZ

Section 4. "Builder Owners" shall be any person who acquires a Lot or Lots for the purpose of engaging in the business of constructing single family residential dwellings for the purpose of resale.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to HOMECRAFT CORPORATION, their 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

### Reservations, Exceptions and Dedications

Section 1. Recorded Subdivision Map of the Properties. The recorded subdivision map of the Properties dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereof and such recorded subdivision map of the Properties further establishes certain restrictions applicable to the Properties including without limitation certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded plat or replat of the subdivision of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each 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 therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the recorded subdivision map of the Properties for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the Properties, with the concurrence of the landowner(s). 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, by obtaining the necessary approvals and by recording the replat of said subdivision. 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 on the land covered by said easements.

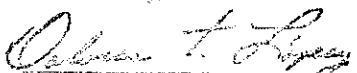
Section 3. Installation of Paving. Declarant may, during installation of paving of the streets as shown on the recorded subdivision map of the Properties,

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DOLORES T. LOPEZ, Deputy

cross any of the Properties for the purpose of disposing of street excavation, including the removal of trees, if necessary, whether or not the Properties have been conveyed to and/or contracted for by any other Owner(s), by first obtaining written approval by the pertinent Owner(s).

Section 4. 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 and sanitary sewer, electric light, electric power, telegraph or telephone 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 the use, maintenance and enjoyment of his Lot.

#### ARTICLE III

##### Use Restrictions

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only not to exceed two (2) stories in height and a private garage for not less than one (1) nor more than three (3) cars. Nor shall any dwelling exclusive of open porches, garages or patios be permitted on any Lot in this subdivision at a cost of less than \$20,000, based upon cost levels prevailing on the date these covenants are recorded. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers on said Lots, or the use of said Lots for duplex houses, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said subdivision. A minimum of 25% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer or stucco construction.

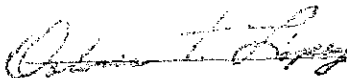
Section 2. Minimum Square Footage within Improvements. The living area on the ground floor of the main structure located on any Lot exclusive of open porches and garages shall not be less than ONE THOUSAND ONE HUNDRED (1,100) square feet for a one-story dwelling nor less than SEVEN HUNDRED (700) square feet for a dwelling of two stories. The total square feet for a multi-story dwelling shall not be less than ONE THOUSAND ONE HUNDRED (1,100).

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Section 3. Location of the Improvements upon the Lot. No building 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 plat or replat; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet. The main residential structure (exclusive of detached garages and outbuildings) shall be located no less than fifteen (15) feet from the rear property line. Subject to the provisions of Section 4, no part of the house building or garage shall be located nearer than five (5) feet to an exterior side Lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot or an easement.

Section 4. Composite building site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the Lots in the same block.

Section 5. 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 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 6. Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly, as determined by the Architectural Control Committee.

Section 7. Storage of Automobiles, Boats, Trailers, and Other Vehicles. No motorcycles, boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently stored in the public

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street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rest of the Lot. Semi-permanent is determined as exceeding a twelve (12) hour period of time.

Section 8. Mineral Operations. 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 9. 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 of each type of pet will be permitted on each Lot.

Section 10. Walls, Fences and Hedges. No hedge, wall or fence in excess of three (3) feet in height, shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than eight (8) feet high.

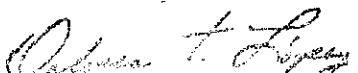
Section 11. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 12. 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 and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator as permitted by Law). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard of other suitable enclosure to screen the following from

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public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

Section 13. Signs, Advertisements, Billboards. Except for signs owned by Declarant or other builders advertising their model homes during the period of original home construction and home sales, no sign, 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 or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

Section 14. Roofing Material. The determination of materials to be used for the roof of any building to be located on any Lot shall rest exclusively with the Architectural Control Committee and the type and coloring of roofing material shall be permitted only at its sole discretion upon written request.

Section 15. Maximum Height of Antennae. No radio or television aerial wires or antennae shall be maintained on any portion of any Lot forward of the front building line of said Lot; nor shall any free standing antennae of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said Lot.

ARTICLE IV


Architectural Control Committee

Section 1. Approval of Building Plans. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of WINDFERN FOREST, SECTION TWO. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty

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(30) days after the receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

Section 2. Committee Membership. The Architectural Control Committee members shall be three in number and be composed of John Bily, Bill Moore and George Sims, who by majority vote may designate a representative to act for them. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on January 1, 1988. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; provided, that any time after January 1, 1988, by two-thirds (2/3) vote of the members present and voting, the Civic Improvement Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

Windfern Forest, Section One Civic Improvement Association

Section 1. Membership and Voting Rights. Every Owner of a Lot which is subject to assessment 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

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Guadalupe T. Lopez Deputy  
GUADALUPE T. LOPEZ

Owner shall have more than one membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an 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. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On January 1, 1988.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote upon all matters as one group.

Section 3. Non-Profit Corporation. Windfern Forest, Section One Civic Improvement Association, a non-profit corporation, has been organized and it shall be governed by the Articles of Incorporation of said Association.

Section 4. By-laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. 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 the normal business hours.

ARTICLE VI

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 therefore, 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 attorneys fees, shall be a charge on the land and shall be a contin-

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ROQUELME T. LOPEZ Deputy  
ROQUELME T. LOPEZ



ving lien upon the property against which each such assessment is made. Each such assessment, together with interests, costs and reasonable attorneys 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.

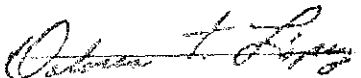
Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Maintenance Area. The responsibilities of the Civic Improvement Association shall include, but not be limited to the maintenance and repair of the walkways, steps or fountain area, if any, constructing and maintaining parkways, rights-of way, easements, esplanades and other public areas, construction and operation of all street lights, construction, purchase and/or operating expenses of recreation area, 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 security and mosquito control services, if desired, caring for vacant lots and doing other things 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 maintenance charge and/or assessment will be paid by the Owner or Owners of each Lot within Windfern Forest subdivision, in monthly installments, commencing on the first day of the month following conveyance of the first property to a homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the Owner or Owners of any Lot at one-half (1/2) the assessed rate until the first day of the month following completion and occupancy of a permanent structure thereon. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may, in the judgment of the Association, require, provided that such assessment will be uniform and in no event will such assessment or charge exceed

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\$6.00 per Lot per month, or \$72.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual assessments above described whenever the members so vote.

Section 4. Maximum annual assessment. Until January 1, 1978, the maximum annual assessment shall be \$96.00. From and after January 1, 1978, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a two-thirds (2/3) vote of each class of membership who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period which shall begin on January 1 of each year. 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.

Section 5. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) 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 assessment provided herein by non-use of the Maintenance Area or abandonment of his Lot.

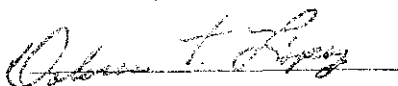
Section 6. Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for the 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 Owner of any such Lot to secure the payment of monies advanced or to be 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 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 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

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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 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 first mortgage lien to the holder thereof. No 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.

Section 7. Future Sections. The Association shall use the proceeds of the maintenance fund for the use and benefit of all residents of Windfern Forest subdivision, as well as all subsequent sections of Windfern Forest subdivision; provided, however, that each future section of Windfern Forest subdivision, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Future sections of Windfern Forest subdivision may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership. However, upon submission and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, such future sections of Windfern Forest subdivision may be annexed by the Declarant without such approval by the membership.

#### ARTICLE VII

##### General Provisions

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 of 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 persons violating or attempting to violate any such covenant and either to prevent

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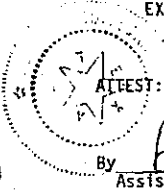
him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the Hindfern Forest, Section One Civic Improvement Association, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedication of common area and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 4. Approval of Lienholder. Gibraltar Savings Association, a Texas corporation, the holder of the lien or liens on Hindfern Forest subdivision as heretofore described, joins in the execution hereof to evidence its consent hereto, and hereby subordinates its lien or liens to the provisions hereof.

EXECUTED this 22 day of August, A.D. 1977.



By Richard V. Galt  
Assistant Secretary

HEMOCRAFT CORPORATION *2w*  
By David Bower  
Vice President



By W. Perry  
Assistant Secretary

GIBRALTAR SAVINGS ASSOCIATION  
By W. Perry  
Vice President

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared David Bower, Vice President of Homecraft Corporation, 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 purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 22nd day of August, A.D. 1977.



Caroline H. Baker  
Notary Public in and for Harris County, Texas

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY  
ATTEST: OCT 19 1995  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

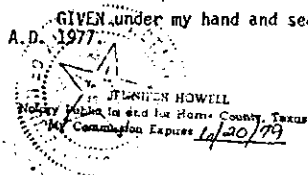
Dolores T. Lopez Deputy  
DOLORES T. LOPEZ

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared James [unclear], Vice President of Gibraltar Savings Association, 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 purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 15th day of September A.D. 1977.



Jennifer L. Howell  
Notary Public in and for Harris  
County, Texas

RETURN TO:  
Homecraft Land Development, Inc.  
2630 Westridge  
Houston, Texas 77054  
ATTN: David Bowers

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: OCT 13 1977  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

Colores T. Lopez Deputy  
COLORES T. LOPEZ

175-15-1250

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was filed in  
the Number Book and 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 on

SEP 19 1977



*Beverly B. Kaufman*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

*Beverly B. Kaufman*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED  
SEP 19 11 20 AM 1977

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OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: OCT 13 1995  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Robert T. Lopez* Deputy  
ROBERT T. LOPEZ