

**SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS**

FLEETWOOD, SECTION SIX (6)

Y525909
06/08/05 300634383

\$127.25

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, that certain Declaration of Covenants, Conditions, Easements and Restrictions, FLEETWOOD, SECTION SIX (6) (the "Original Declaration") was placed upon that certain subdivision of 13.1277 acres in the Joel Wheaton, Survey, Abstract No. 80, in Harris County, Texas, known as FLEETWOOD, SECTION SIX (6), and being a re-plat of Reserve D of FLEETWOOD SECTION FOUR (4), said re-plat being recorded in Volume 272, Page 1, of the Map Records of Harris County, Texas; by instrument dated June 23, 1978, which was recorded on June 28, 1978, and is on file and of record in the office of the County Clerk of Harris County, Texas, under File No. F658327, Film Code 199-01-1229 et seq.;

WHEREAS, said Original Declaration was amended by the filing of an Amendment to Declaration of Covenants, Conditions, Easements and Restrictions, Fleetwood, Section Six on April 4, 1990 (the "First Amendment"), said amendment being of record in the office of the county Clerk of Harris County, Texas, under File No. M980108, Film Code 198-63-2297 et seq. (having been refiled with the proper number of signatures after first being filed under File No. M580141, Film Code 173-67-2046 et seq.);

WHEREAS, the Original Declaration and the First Amendment are hereinafter referred to collectively as the "Declaration"; and

WHEREAS, in accordance with the provisions of Paragraph 23 of the Declaration it may be amended as therein provided.

NOW, THEREFORE, the undersigned, being owners of not less than seventy-five percent (75%) of the lot owners in Fleetwood subdivision, Section Six, do hereby agree to amend, and do hereby amend the Declaration, as follows:

That portion of Paragraph 19, entitled "Maintenance Fund" which reads as follows, is hereby deleted in its entirety:

"Such maintenance charge may be adjusted by the Association from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Four Hundred Dollars (\$400.00) per lot per year. The maintenance charge shall remain effective until May 31, 1998, and shall

automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either May 31, 1998, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to May 31, 1997, or at any time, prior to the expiration of any successive ten (10) year period thereafter."

And shall be replaced with the following:

"Such maintenance charge may be adjusted by Fleetwood Property Owners Association, Inc. (successor to Fleetwood Community Improvement Association, Inc.) (the "Association"), from year to year as the needs of the property may in its judgment require, provided however, that the maintenance charge assessed for the year 2005, which shall be due on January 1, 2005, shall not exceed Three Hundred Seventy-Five and NO/100 Dollars (\$375.00) per lot. The amount of the maintenance charge shall be levied at the sole discretion of the Board of Directors of the Association. The Board of Directors shall determine the sufficiency or insufficiency of the then current maintenance charge to reasonably meet the expenses for providing services and capital improvements in Fleetwood Section 1, Section 2, Section III, Section Three (3), Section Five (5) and Section Six (6), inclusive, all subdivisions in Harris County, Texas, and may, in its sole discretion, beginning for the year 2006, increase the annual maintenance charge in an amount up to five percent (5%) over the previous year's annual maintenance charge. The annual maintenance charge shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively. Any such increase not levied annually may not be accumulated."

That portion of Paragraph 23, entitled "Amendment to the Above Restrictions" which reads as follows, is hereby deleted in its entirety:

"This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the lot owners and thereafter by an instrument signed by not less that seventy-five per cent (75%) of the low (sic) owners."

And shall be replaced with the following:

"This declaration may be amended by an instrument signed by at least one of the owners of not less than seventy-five percent (75%) of the lots contained within FLEETWOOD SECTION SIX (6) Subdivision."

A new Paragraph 24, entitled "Special Assessment" shall be added as follows:

"In addition to the annual maintenance charge, the Association may levy a Special Assessment, which shall be uniformly assessed against all lots within the Association subject to such Special Assessment, for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital type improvement, in the common areas of the subdivision or any other special need that is not included within the normal operating budget of the Association. The Special Assessment shall be levied at the sole discretion of the Board of Directors of the Association, however, in order for any Special Assessment to be imposed, the Association shall give written notice to the owners of each lot at their last known mailing address and, before the Special Assessment can become effective, it must be approved, in writing, by at least one owner of not less than two-thirds (2/3) of the lots within the Association subject to such Special Assessment."

The Declaration, except as expressly amended hereby, shall remain in full force and effect, and is hereby ratified and confirmed.

Notwithstanding anything contained herein to the contrary, this Second Amendment of Declaration of Covenants, Conditions, Easements and Restrictions, FLEETWOOD, SECTION SIX (6) (the "Second Amendment") shall not be recorded nor become effective unless and until a similar amendment is approved by not less than seventy-five percent (75%) of the lot owners in each of Fleetwood Section 1, Section III, Section Three (3), Section Five (5) and Section Six (6), all Fleetwood Subdivisions (the "Contingent Approval") and all are recorded and become effective at the same time. In the event the Contingent Approval is not achieved, this Second Amendment shall not be recorded and shall be of no force and effect. In the further event this Second Amendment is recorded before January 1, 2006, but after the Board of Directors of the Association has already established the annual maintenance charge for 2005, the Board of Directors of the Association is authorized to change the maintenance charge for 2005, up to the maximum as herein provided, and is authorized to submit a supplemental bill to each lot owner for the difference between the amount originally determined and billed to each lot owner by the Association and any higher amount determined in accordance herewith.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the dates of their respective acknowledgments attached hereto, to be effective, subject to the Contingent Approval set out above, on the date this Second Amendment is recorded in the Official Public Records of Real Property of Harris County, Texas.

The undersigned owners of the property in FLEETWOOD SECTION SIX (6) Subdivision, described below, approve the foregoing amendments as set out therein.

Legal Description: Section: 6, Block: 9, Lot: 3

Street Address: 1115 Fleetwood Place Drive
Houston, Harris County, Texas 77079

Owners Names:

Jerry A. Montgomery

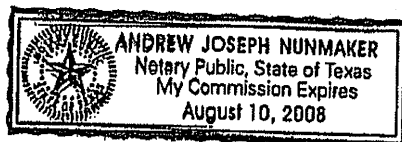
10/7/04
DATE

Gwen E. Montgomery

10/7/04
DATE

STATE OF TEXAS §
COUNTY OF HARRIS §

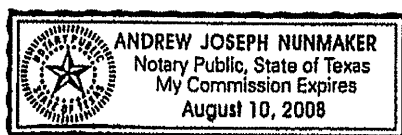
This instrument was acknowledged before me on the 7 day of October, 2004, by Jerry A. Montgomery.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7 day of October, 2004, by Gwen E. Montgomery.



[Signature]
Notary Public, State of Texas

M980108

M580141

473-67-2046

198-63-2297

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS, EASEMENTS AND RESTRICTIONS
FLEETWOOD, SECTION SIX

04/04/90 00663861 M580141 \$ 21.00

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

01/15/91 00245138 M980108 \$ 91.75

91.75

89.50
T

WHEREAS, a declaration of covenants, conditions, easements, and restrictions were placed upon that certain subdivision of 13.1277 acres in the Joel Wheaton Survey, Abstract No. 80, in Harris County, Texas, known as FLEETWOOD, SECTION SIX (6), and being a re-plat of Reserve D of FLEETWOOD, SECTION FOUR (4), said re-plat being recorded in Volume 272, page 1, Map Records of Harris County, Texas, by instrument dated June 23, 1978, which is on file and of record in the office of the County Clerk of Harris County, Texas, in Clerk's File NO. 199-01-1229, and by the building set back lines as shown on said recorded plat in Volume 272 at page 1, Map Records of Harris County, Texas, and

WHEREAS, Joseph Rene Richard and Wife, Catherine Lanigan Richard, are the owners of Lot 13, in Block 9, of Fleetwood, Section Six, which is a corner lot, located at the intersection of Fleetwood Place Drive and Cranberry Hill Drive, in said subdivision, and

WHEREAS, a brick fence has been erected on said Lot 13, Block 9, of Fleetwood, Section Six, which is in violation of the building set back line as imposed by the above referenced restrictions.

173-67-2047

WHEREAS, the declaration of covenants, conditions, easements, and restrictions, as recorded in Clerk's File No. 199-01-1229, at Paragraph 23 thereof, provides:

198-63-2298

"The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the lot owners and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the lot owners. Any amendment must be recorded."

NOW, THEREFORE, the undersigned, being owners of not less than ninety per cent (90%) of the lots in the subdivision, do hereby agree to amend, and do hereby amend Paragraph four (4) of said restrictions as follows:

"The building restrictions as hereinabove referred to being recorded in the County Clerk's File No. 199-01-1229 and as shown by the set back lines on the plat of the subdivision, recorded in Volume 272, Page 1, of the Map Records of Harris County, Texas, are hereby amended to except that part of Lot 13, Block 9, therefrom, as to the building set back line, on which a certain brick fence or wall now exists, provided however, should the brick fence be removed from the lot, this amendment shall become null and void and said Lot 13 shall, in such event, be subject to the building restrictions as they now exist or as they may hereinafter be amended to exist."

The purpose and intent of this amendment of the restrictions is to permit the brick fence, as same now exists, to remain without being in violation of the restrictions of the said subdivision.

In witness whereof, the undersigned have executed the above and foregoing instrument to be effective as of September 15, 1989.

198-03-2299

1173-67-2048

87 Mr. and Mrs. J. T. Farrell

82 John Timothy Farrell

PRINT NAME

20 Pamela Ann Farrell

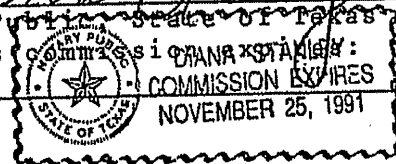
PRINT NAME

LOT 1, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day
of ~~September~~ December, 1989, by JOHN TIMOTHY FARRELL AND PAMELA ANN
FARRELL.

Diana Stanley
Notary Public, State of Texas
Notary's Commission Expires:



10 JERRY MONTGOMERY

PRINT NAME

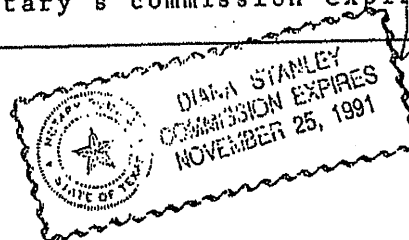
PRINT NAME

LOT 2, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of ~~September~~ December, 1989, by JERRY MONTGOMERY.

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



MR & MRS T. R. WOOD

THOMAS R. WOOD

HALEEMA WOOD

JK
Haleema Wood

1123 Fleetwood

1115 Fleetwood Place

1173-67-2049

198-63-2300

PRINT NAME

0 Fleetwood Place
Empty Lot

PRINT NAME
LOT 3, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day
of September, 1989, by _____

Notary Public, State of Texas
Notary's commission expires _____

John O'Shea

PRINT NAME

GN X SCARLETT O'SHEA

1111 Fleetwood Place

PRINT NAME
LOT 4, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 22 day^x
of ~~September, 1989~~ ^{March, 1990}, by JOHN O'SHEA AND SCARLETT O'SHEA

Connie S. Kirkham
Notary Public, State of Texas
Notary's commission expires 2-26-91



1173-67-2050

198-63-2801

MARJORIE C. FAVELA

PRINT NAME

Marjorie C. Favela

1107 Fleetwood Place Dr.

PRINT NAME

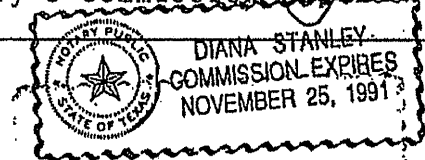
LOT 5, BLK 9

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day of ~~September~~, 1989, by MARJORIE C. FAVELA
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



SUSANNA F. DOMPIER

DAN DOMPIER

PRINT NAME

[Signature]

PRINT NAME

LOT 6, BLK 9

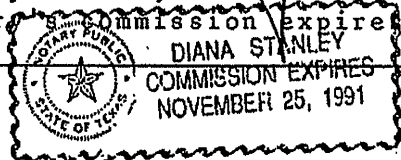
1103

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day of ~~September~~, 1989, by SUSANNA F. DOMPIER AND DAN DOMPIER
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



1173-67-2051

198-63-2302

11-1-90
KHERMAN L. JOE
PRINT NAME

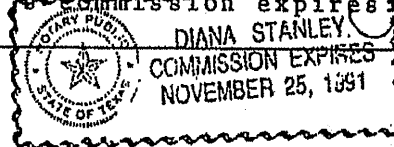
LEANNA JOE
PRINT NAME

LOT 7, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day
of ~~September~~, 1989, by KHERMAN L. JOE AND LEANNA JOE
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



Shirley M. Dodson
Donald R. Dodson
PRINT NAME

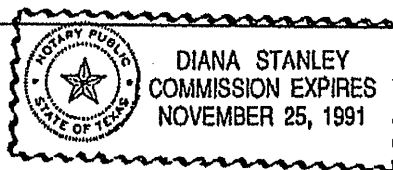
Shirley M. Dodson
Donald R. Dodson
PRINT NAME

LOT 8, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before on the 6 day
of ~~September~~ 1989, by SHIRLEY M. DODSON AND DONALD R. DODSON
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



1173-67-2052

198-63-2303

JOHN E. HAMLIN

PRINT NAME

X - John E. Hamlin

X - Bonnie Hamlin

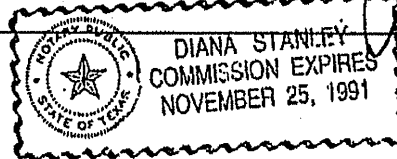
PRINT NAME

LOT 9, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day
of ~~September~~, 1989, by JOHN E. HAMLIN AND BONNIE S. HAMLIN
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



PRINT NAME

PRINT NAME

LOT 10, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day
of September, 1989, by _____

Notary Public, State of Texas
Notary's commission expires:

O Fleetwood
Empty lot
Woolway
corp.

173-67-2053

198-63-2304

Jon T. Farrell

PRINT NAME

Pam Farrell

Mrs. J. T. Farrell

PRINT NAME

LOT 11, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day
of ~~September~~ 1989, by JON T. FARRELL AND PAM FARRELL
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:

J. R. Richard

Catherine L. Richard

PRINT NAME

Cathy L. Richard

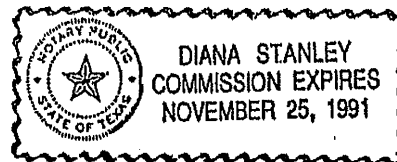
PRINT NAME

LOT 12, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of ~~September~~ 1989, by JR. RICHARD AND CATHERINE L. RICHARD
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



173-67-2054

J. R. Richard

198-63-2305

Catherine L. Richard
PRINT NAME

21

Cathy L. Richard
PRINT NAME

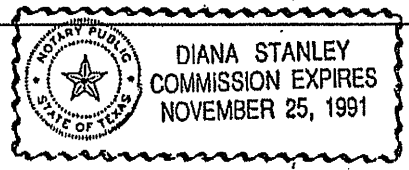
LOT 13, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of September, 1989, by J.R. RICHARD AND CATHERINE L. RICHARD
DECEMBER

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:

Brian M. Zarolo
Sherry A. Zarolo
PRINT NAME



21

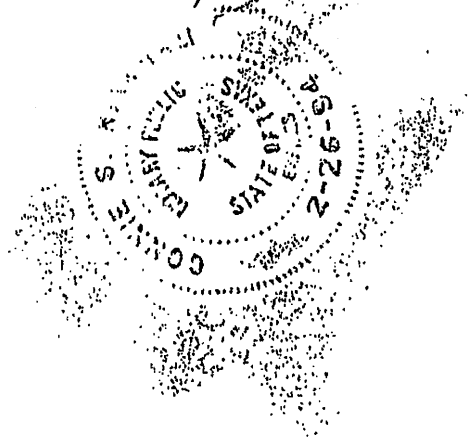
15806 River Roads

PRINT NAME
LOT 14, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 19 day
of March, 1990, by BRIAN M. ZAROLO AND SHERY A.
ZAROLO

Connie S. Kirkham
Notary Public, State of Texas
Notary's commission expires:
2-26-94



173-67-2055

198-63-2306

2v

Huel Matheson

HUEL F. MATHESON
PRINT NAME

Alice D. Matheson

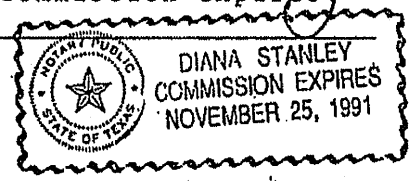
ALICE D. MATHESON
PRINT NAME

LOT 15, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day
of ~~September~~, 1989, by HUEL F. MATHESON AND ALICE D.
DECEMBER MATHESON.

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



Avery B Harrell

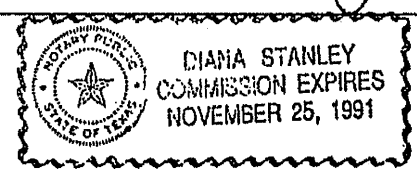
AVERY B. HARRELL
PRINT NAME

PRINT NAME
LOT 16, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day
of ~~September~~, 1989, by AVERY B. HARRELL
December.

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



1173-67-2058

198-63-2307

15818 River Road, D.D.

Quade, NELSON

PRINT NAME

PRINT NAME

LOT 17, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day
of September, 1989, by _____

Notary Public, State of Texas
Notary's commission expires:

JAMES WILLIAMS

PRINT NAME

MAXINE R. WILLIAMS

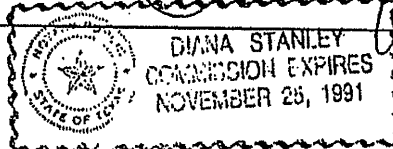
PRINT NAME

LOT 18, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day
of ~~September~~, 1989, by JAMES WILLIAMS AND MAXINE WILLIAMS
December

Notary Public, State of Texas
Notary's commission expires:



1173-67-2057

198-63-2308

Phyllis Spear

DALLAS B. SPEAR

PRINT NAME

Phyllis B. Spear

Rhyn L. Spear

PRINT NAME

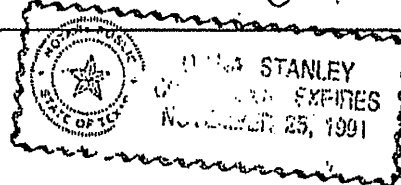
LOT 19, BLK 9

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 7 day
of September, 1989, by PHYLLIS L. SPEAR AND DALLAS B. SPEAR
December

Helen Stanley
Notary Public, State of Texas
Notary's commission expires:



Alan E. Stuart

Alan E. Stuart

PRINT NAME

Joyce M. Stuart

Joyce M. Stuart

PRINT NAME

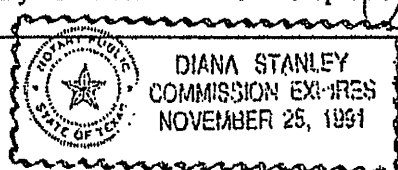
LOT 20, BLK 9

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 7 day
of September, 1989, by ALAN E. STUART AND JOYCE M. STUART
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



1173-67-2058

198-63-2308

Carl Berry
Carol Berry
PRINT NAME

15906 River Roads

PRINT NAME
LOT 21, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 19 day
of ~~September~~ March, 1989, by CARL BERRY

Connie S. Kirkham
Notary Public, State of
Notary's commission expires
2-26-94

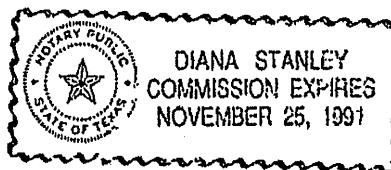
+ SALLYE E. GOMES
+ Glenn M. Gomes
PRINT NAME

Sallye E. Gomes
Glenn M. Gomes
PRINT NAME
LOT 22, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 7 day
of ~~September~~ December, 1989, by SALLYE E. GOMES AND GLENN M. GOMES

Diana Stanley
Notary Public, State of Texas
Notary's Commission expires:



198-63-2310

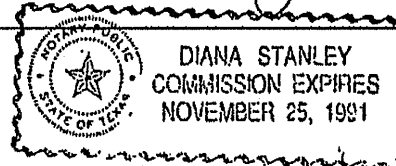
1173-67-2059

Martin J. Block
Marsha Block
PRINT NAME
Martin J. Block (myB)
Marsha J. Block
PRINT NAME
LOT 23, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 7 day
of ~~September~~, 1989, by MARTIN J. BLOCK AND MARSHA G. BLOCK
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



JOHN T. STROUTS
BARBARA J. STROUTS
PRINT NAME
John T. Strouts
Barbara J. Strouts
PRINT NAME
LOT 24, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 7 day
of ~~September~~, 1989, by JOHN T. STROUTS AND BARBARA J. STROUTS
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



173-67-2060

198-63-2311

Kruse Gribble
PRINT NAME
Kruse Gribble

PRINT NAME
LOT 25, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10 day
of ~~September~~, 1989, by KRUSE GRIBBLE
December

[Signature]
Notary Public, State of Texas
Notary's Commission Expires:
COMMISSION EXPIRES
NOVEMBER 25, 1991

15926 River Roads

William Kalinec
Elizabeth Kalinec
PRINT NAME

PRINT NAME
LOT 26, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of ~~September~~, 1989, by WILLIAM KALINEC AND ELIZABETH KALINEC
December

[Signature]
Notary Public, State of Texas
Notary's Commission Expires:

COMMISSION EXPIRES
NOVEMBER 25, 1991

1173-67-206
198-63-2312

Ray Braswell
Ray M. Braswell
PRINT NAME

902 Riverlace

PRINT NAME
LOT 27, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of September, 1989, by RAY BRASWELL

December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:
DIANA STANLEY
COMMISSION EXPIRES
NOVEMBER 25, 1991

George Light
Essie Light
PRINT NAME

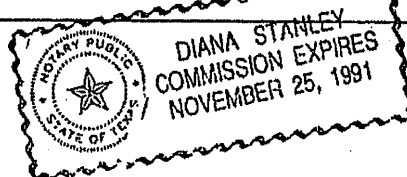
906 Riverlace

PRINT NAME
LOT 28, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 18
day of September, 1989, by GEORGE LIGHT AND ESSIE LIGHT
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



173-67-2062

198-63-2313

HOANG, Ming Van Etux

PRINT NAME

PRINT NAME

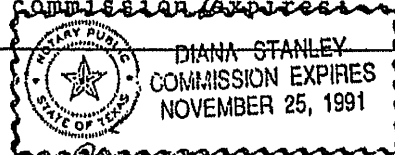
LOT 29, BLK 9

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 18 day
of ~~September~~, 1989, by HOANG, MING VAN ETUX
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires



Andrew Nammaker

PRINT NAME

PRINT NAME

LOT 30, BLK 9

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day
of September, 1989, by _____

Notary Public, State of Texas
Notary's commission expires:

173-67-2063

198-63-2314

Daniel Walker
Daniel Walker
PRINT NAME
1002 Crossroads

1002 Crossroads

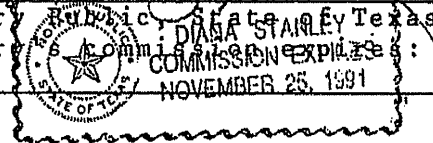
Houston Texas 77079
PRINT NAME
LOT 14, BLK 10

Sharon M. Walker

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of September, 1989, by DANIEL WALKER + SHARON M. WALKER
December

Notary Public, State of Texas
Notary's commission expires:



Constantine Lazarides
Constantine Lazarides
PRINT NAME

15919 River Roads

PRINT NAME
LOT 2, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 18 day
of September, 1989, by CONSTANTINE LAZARIDES
December

Notary Public, State of Texas
Notary's commission expires:



173-67-2064
198-63-2315

Bucher, Robert
Haidee Bucher
PRINT NAME
Haidee D. Bucher

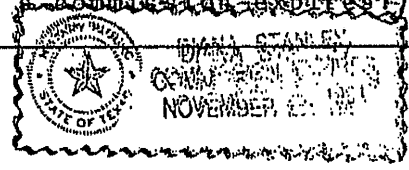
1006
Crossroads

PRINT NAME
LOT 15, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of September, 1989, by ROBERT BUCHER AND HAIDEE BUCHER
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



Joseph Sanchez
Cathy Sanchez
PRINT NAME

1010 Crossroads

26

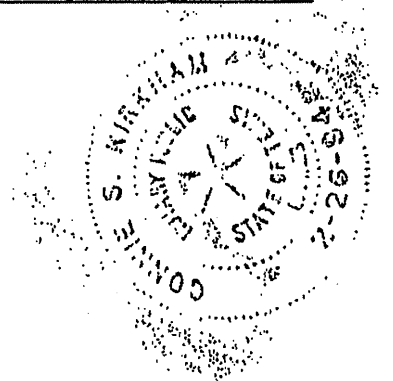
PRINT NAME
LOT 16, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20 day
of September, 1989, by JOSEPH SANCHEZ AND CATHY SANCHEZ
MARCH 1990

Connie A. Kirkham
Notary Public, State of Texas
Notary's commission expires:
2-26-90

for see



173-67-2065

198-63-2316 ✓

DIANE Alberstadt
Diane Alberstadt
PRINT NAME

15907 River Roads

PRINT NAME
LOT 5, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20 day
of ~~September~~ ^{March}, 1989, by DIANE ALBERSTADT

Connie S. Kirkham
Notary Public, State of Texas
Notary's commission expires:
2-26-94

Broadwater,

PRINT NAME

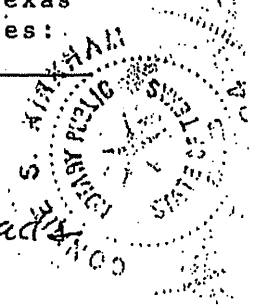
15903 River Roads
Evidenced / for sale

PRINT NAME
LOT 6, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day
of September, 1989, by _____

Notary Public, State of Texas
Notary's commission expires:



Fleming, Randall
Sandra Fleming
PRINT NAME

1173-67-2066
198-63-2317

1014 Crossroads

PRINT NAME
LOT 17, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of ~~September~~, 1989, by RANDALL FLEMING AND SANDRA FLEMING
December

Dorinda Stanley
Notary Public, State of Texas
Notary's commission expires
NOVEMBER 25, 1991

Hansen, Richard Carl
R Hansen
PRINT NAME

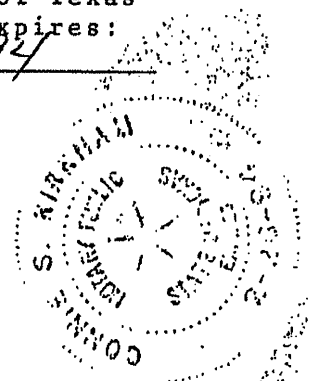
15823 River Road 1/0

PRINT NAME
LOT 8, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20 day
of ~~September~~, 1989, by RICHARD CARL HANSEN
MARCH 1990

Cornelia S. Kirkham
Notary Public, State of Texas
Notary's commission expires:
2-26-94



1173-67-2067

198-63-2318

VANDA COLLINS

Linda Bassett

PRINT NAME

PRINT NAME

LOT 9, BLK 10

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 20 day
of ~~September~~ ^{MARCH 1990}, 1989, by VANDA COLLINS AND LINDA BASSETT

Connie S. Kirkham
Notary Public, State of Texas
Notary's commission expires:

2-26-94

Charles Persyn

Lois Persyn

PRINT NAME

PRINT NAME

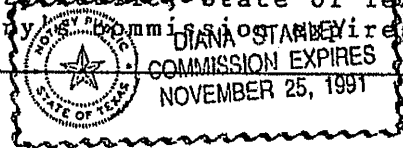
LOT 10, BLK 10

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day
of September, 1989, by CHARLES PERSYN AND LOIS PERSYN

Notary Public, State of Texas
Notary's commission expires:



173-67-2068

198-63-2319

15811 River Roads

HANSEN FRANCIS W.

Francis W. Hansen

PRINT NAME

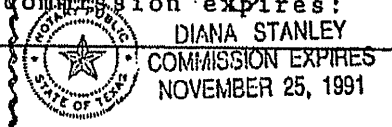
PRINT NAME

LOT 11, BLK 10

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 18 day
of ~~September~~, 1989 by FRANCIS W. HANSEN
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:
DIANA STANLEY
COMMISSION EXPIRES
NOVEMBER 25, 1991

THEOCHARIS, SANDY

9000

PRINT NAME

Theocharis

Sed Hus

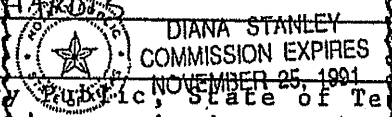
PRINT NAME

LOT 18, BLK 10

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 15 day
of ~~September~~, 1989, by SANDY THEOCHARIS
December

DIANA STANLEY
COMMISSION EXPIRES
NOVEMBER 25, 1991
Notary Public, State of Texas
Notary's commission expires:

Diana Stanley

1018 Crossroads

21

173-67-2069

Louis N Rowland
Louis N Rowland
PRINT NAME

198-63-2320/1-

PRINT NAME
LOT 13, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 7 day
of September, 1989, by LOUIS N. ROWLAND
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:

A. T. SALEKMD
A. T. Salekmd
PRINT NAME

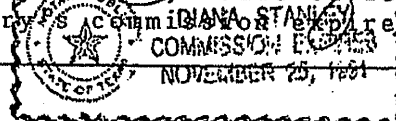


PRINT NAME
LOT 1, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10 day
of September, 1989, by A. T. SALEKMD
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



198-63-2321

173-67-2070

Ming Wang
PRINT NAME
Ming Wang

PRINT NAME
LOT 3, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10 day
of ~~September~~, 1989, by MING WANG
DECEMBER

Diana Stanley
Notary Public, State of Texas
Notary Public, State of Texas
DIANA STANLEY
COMMISSION EXPIRES
NOVEMBER 25, 1991

Rebecca Luethcke
Rebecca C Luethcke
PRINT NAME

PRINT NAME
LOT 4, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10 day
of ~~September~~, 1989, by REBECCA LUE THCK
DECEMBER

R Luethcke
Notary Public, State of Texas
Notary Public, State of Texas
DIANA STANLEY
COMMISSION EXPIRES
NOVEMBER 25, 1991

198-63-2322

173-67-2071

NAYAN R. DESAI

PRINT NAME

PRINT NAME

LOT 7, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10 day
of ~~September~~, 1989, by NAYAN R. DESAI
December

Notary Public, State of Texas
DIANA STANLEY expires:
COMMISSION EXPIRES
NOVEMBER 25, 1991

Lamar McKay
Lamar McKay
PRINT NAME

PRINT NAME

LOT 12, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10 day
of ~~September~~, 1989, by LAMAR MCKAY
December

Notary Public, State of Texas
DIANA STANLEY
COMMISSION EXPIRES
NOVEMBER 25, 1991

15814 River Roads
For ?

198-63-2323

1173-67-2072

Joubert, FRANK
Joubert

PRINT NAME

Sonja Joubert

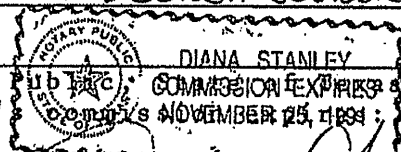
PRINT NAME

LOT 19, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of ~~September~~, 1989, by FRANK JOUBERT AND SONJA JOUBERT
December

Notary
Notary



1022 crossroads

JAMES CLARK

James Clark

PRINT NAME

MARY ANN CLARK

Mary Ann Clark

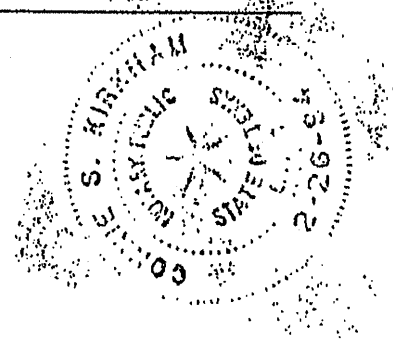
PRINT NAME

LOT 20, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 19 day
of ~~September~~, MARCH 1990, by JAMES CLARK AND MARY ANN CLARK

Connie S. Kirkham
Notary Public, State of Texas
Notary's commission expires:



1173-67-2073

198-63-2324

JACK CANNATA
PRINT NAME

1080 Crossroads 21

Betty Cannata
PRINT NAME
LOT 21, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of September, 1989, by JACK CANNATA AND BETTY CANNATA
December

Diana Stanley
Notary Public, State of Texas
Notary for Commission Expires: NOVEMBER 25, 1991

Seffens, Peter
Elisa Seffens
PRINT NAME

1106 Crossroads

PRINT NAME
LOT 22, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of September, 1989, by PETER SEFFENS AND ELISA SEFFENS
December

Diana Stanley
Notary Public, State of Texas
Notary Commission Expires
NOVEMBER 25, 1991

198-63-2325
173-67-2074

LI, CHRISTINE

Christine LI
PRINT NAME

1110 Crossroads

PRINT NAME
LOT 23, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 16 day
of March, 1989, by CHRISTINE LI

Norm S. Kirkham
Notary Public, State of Texas
Notary's commission expires:
2-26-94

Jennifer H. Cotes
PRINT NAME

1114 Crossroads

PRINT NAME
LOT 24, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledge before me on the 17 day of
September, 1989, by JENNIFER H. COTES

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:
DIANA STANLEY
COMMISSION EXPIRES
NOVEMBER 25, 1991

198-63-2326

1173-67-2075

Edward O Wendler

PRINT NAME

1118 Crossroads

Edward O. Wendler

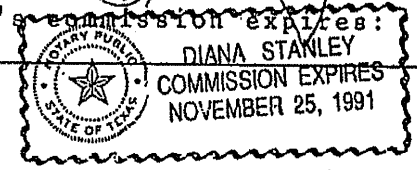
PRINT NAME

LOT 25, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 18 day
of ~~September~~, 1989, by EDWARD O. WENDLER
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



Shirley Barton

Shirley Barton

PRINT NAME

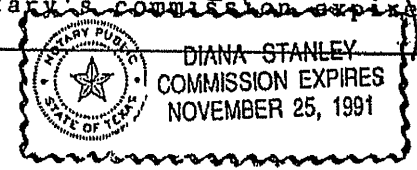
1122 Crossroads

PRINT NAME
LOT 26, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 18 day
of ~~September~~, 1989, by SHIRLEY BARTON
December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



173-67-2076

198-63-2327

Lynn Barr
LYNN BARR
1126 CROSSROADS
HOV, T 4

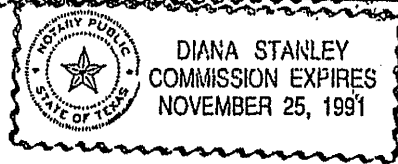
1126 Crossroads

PRINT NAME
LOT 27, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of ~~September~~, 1989, by LYNN BARR
December

Notary Public *Diana Stanley*
COMMISSION EXPIRES Texas
Notary Public NOVEMBER 25, 1991



FILED

APR 4 3 42 PM '90

Quita Rodenhauer
COUNTY CLERK
HARRIS COUNTY, TEXAS

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 on

APR 4 1990



Quita Rodenhauer
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RETURN TO:

W. RODERICK JOHNSON
1800 WEST LOOP SOUTH
SUITE 1510
HOUSTON, TEXAS 77027

Stephanie Quade
STEPHANIE QUADE
PRINT NAME 15818 River Runes Dr.

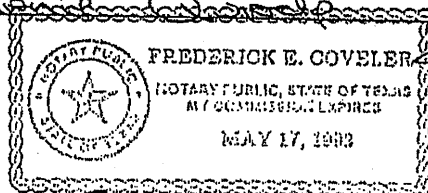
198-63-2328

PRINT NAME
LOT 17, BLK 9 SEC 6

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 12th
day of December, 1990, by
Stephanie Quade



Frederick E. Coveler
Notary Public in and for the
State of Texas

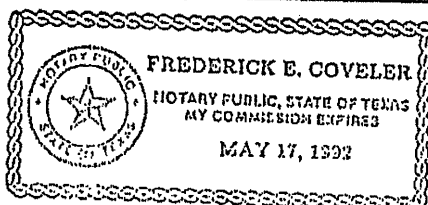
Andrew J. Nunnally
PRINT NAME 914 Riverlace Drive

PRINT NAME
LOT 30, BLK 9 SEC 6

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 12th
day of December, 1990, by
Andrew J. Nunnally



Frederick E. Coveler
Notary Public in and for the
State of Texas

198-63-2329

Ming Wang
PRINT NAME
Ming Wang

PRINT NAME
LOT 3, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10 day
of ~~September~~ December, 1989, by _____

Dore Stanley
Notary Public, State of Texas
Notary's Commission Expires:
COMMISSION EXPIRES
NOVEMBER 25, 1991

Michael J. Frye
Rebecca Luethcke

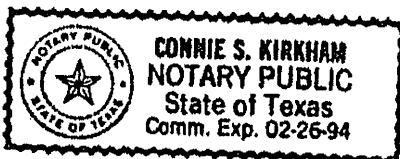
Rebecca C Luethcke
PRINT NAME
Michael J. Frye

15911 Riverroads
PRINT NAME
LOT 4, BLK 10

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10 day
of ~~September~~ December, 1989, by _____

R. Luethcke
Notary Public, State of Texas
Notary's Commission Expires:
DIANA STANLEY
COMMISSION EXPIRES
NOVEMBER 25, 1991



STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 21st day of September
1990. Personally appeared before me Michael J. Frye, whose signature
appears above

Connie S. Kirkham 25
Notary Public, State of Texas

my commission expires 2-26-94

198-63-2330

MARJORIE E. FAVELA
PRINT NAME

Marjorie E. Favela

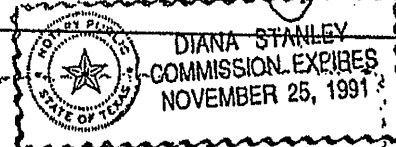
1107 Fleetwood Place Dr.

PRINT NAME
LOT 5, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day
of September, 1989, by December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



SUSANNA F. DOMPIER

DAN DOMPIER
PRINT NAME

J B Bhauser
Wanda Bhauser
PRINT NAME
LOT 6, BLK 9

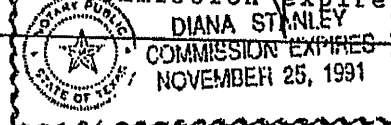
1103

100

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day
of September, 1989, by December

Diana Stanley
Notary Public, State of Texas
Notary's Commission expires:



FILED

91 JAN 15 PM 2:13

Quita Delbecques
COUNTY CLERK
HARRIS COUNTY, TEXAS

Hollingsworth

198-63-2332

Phyllis Spear

DALLAS B. SPEAR

PRINT NAME

Phyllis B. Spear

Phyllis B. Spear

PRINT NAME

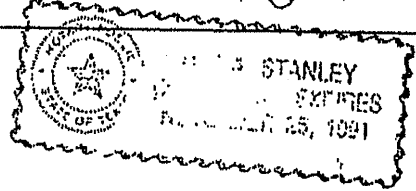
LOT 19, BLK 9

STATE OF TEXAS 13826 River Road

COUNTY OF HARRIS

This instrument was acknowledged before me on the 7 day of September, 1989, by December

Phyllis Stanley
Notary Public, State of Texas
Notary's commission expires:



Alan E. Stuart

Alan E. Stuart

PRINT NAME

Alan E. Stuart

Alan E. Stuart

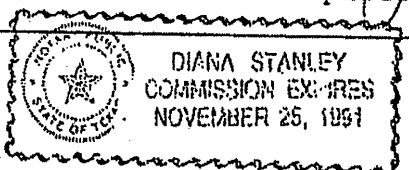
PRINT NAME

LOT 20, BLK 9

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 7 day of September, 1989, by December

Diana Stanley
Notary Public, State of Texas
Notary's commission expires:



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 on

JAN 15 1991

Return to:

W. RODERICK JOHNSON
1800 WEST LOOP SOUTH
SUITE 1510
HOUSTON, TEXAS 77027



Quita Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS

ACCEPTANCE OF FLEETWOOD, SECTION SIX, BY
FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.

STATE OF TEXAS §

COUNTY OF HARRIS §

WHEREAS, by instrument dated June 23, 1978, filed for record in the office of the County Clerk of Harris County, Texas, under file No. F658327, Film Code 199-01-1229, et seq., VPJ ASSOCIATES, a Texas general partnership, did execute and adopt a certain "Declaration of Covenants, Conditions, Easements and Restrictions" (hereinafter referred to as "Declaration") for FLEETWOOD, SECTION SIX, a re-plat of Reserve "D" of FLEETWOOD, SECTION FOUR, said re-plat being recorded Volume 272, page 1, Map Records of Harris County, Texas; and

WHEREAS, said "Declaration" provides for certain powers, duties and responsibilities for an Association, and specifically Section 19(2) thereof contains the following provisions, to-wit:

(2) The term "Association" as used herein shall be defined to mean and refer to FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, conditioned, however, that before this designation becomes effective, the said FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. shall, by instrument duly authorized by its Board of Directors and members, execute an instrument in writing declaring that said corporation accepts the duties and responsibilities of administering the Maintenance Fund as to Fleetwood, Section Six (6), and agreeing and providing that so long as said corporation continues to perform such function, all owners of lots in Fleetwood, Section Six (6), shall be members of said Association upon and subject to all the terms and provisions of membership applicable to owners of lots in Fleetwood, Section One (1).

and

WHEREAS, FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. desires to accept all the duties and responsibilities as above provided, and said FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. has been authorized and directed by its Board of Directors to execute an instrument as provided in the said "Declaration",

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., acting herein by and through its officers hereunto duly authorized by its Board of Directors, in consideration of the premises, does hereby accept all the duties and responsibilities of administering the Maintenance Fund as to FLEETWOOD, SECTION SIX (6), as provided in said

"Declaration", and does hereby agree and provide that so long as FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. continues to perform such function, all owners of lots in FLEETWOOD, SECTION SIX (6), shall be members of the said FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., upon and subject to all the terms and provisions of membership applicable to owners of lots in FLEETWOOD, SECTION ONE (1).

EXECUTED this 5th day of September, A.D., 1978.

FLEETWOOD COMMUNITY IMPROVEMENT
ASSOCIATION, INC.

BY W. Philip Conway
President

A T T E S T:

Glenn J. Heider
Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. PHILIP CONWAY, PRESIDENT, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5th day of SEPTEMBER, A.D., 1978.

Cordothy G. Morris
Notary Public in and for
Harris County, Texas

CORDOTHY G. MORRIS
Notary Public in and for Harris County, Texas
My Commission Expires September 9, 1979
Bonded by Alexander Lovatt, Lawyers Surety Corp.

F088327

211-4-E

199-01-1229

DECLARATION OF COVENANTS
CONDITIONS, EASEMENTS AND RESTRICTIONS
FLEETWOOD, SECTION SIX

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, VPJ ASSOCIATES, a Texas General Partnership, hereinafter referred to as "VPJ", acting herein through its duly authorized Partners, is the owner of that certain subdivision of 13.1277 acres in the Joel Wheaton Survey, Abstract No. 80, in Harris County, Texas, known as FLEETWOOD, SECTION SIX (6), and being a re-plat of Reserve D of FLEETWOOD, SECTION FOUR (4), said re-plat being recorded in Volume 272, page 1, Map Records of Harris County, Texas; and

WHEREAS, VPJ desires to create and carry out a uniform plan for the improvement, development and sale of all of FLEETWOOD, SECTION SIX (6), for the benefit of the present and future owners of said lots,

NOW, THEREFORE, VPJ as Owner does hereby adopt and establish the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the use and occupancy of all of the lots in FLEETWOOD, SECTION SIX (6), and each contract or deed which may be hereafter executed with regard to any of the lots in said FLEETWOOD, SECTION SIX (6), shall conclusively be held to have been executed and delivered subject to the following reservations, restrictions, covenants and easements (all of which shall be deemed to be covenants running with the title to the land), regardless of whether or not said reservations, restrictions, covenants and easements are set out in full or by reference in such contract or deed.

1. LAND USE AND BUILDING TYPE

Said lots shall be used for single-family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height and a private garage for not more than

~~197-09-0003~~

199-01-1230

three cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories, and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

2. ARCHITECTURAL CONTROL

No building or improvements of any character shall be erected or placed, or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of Perrin W. White, James M. Hill, Jr., and J. R. Brodnax, Jr., their successors or assigns, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representative shall be entitled to any compensation for service performed pursuant to this covenant. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and, when given, will become a part of these restrictions. The Committee hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Association (as hereinafter defined) when One Hundred Per Cent (100%) of all the lots in FLEETWOOD, SECTION SIX (6), are occupied by residents.

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3. MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages or detached servants quarters, shall not be less than two thousand (2000) square feet, for a one story house, nor less than twenty-four hundred (2400) square feet for a house of more than one story.

4. LOCATION OF THE IMPROVEMENTS UPON THE LOT

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat, nor, where shown on the plat, nearer the rear lot line than the building line shown on the plat. In any event, no building shall be located on any residential building plot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line, nor nearer than eight (8) feet to the rear lot line, nor five (5) feet to any side lot line, except that a three (3) foot side yard shall be required for garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. All residential structures shall front on the street on which the lot has the smallest frontage. Entry of garage from side street shall be permitted on corner lots. No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front or side building line of any corner lot on side facing street, and no chain link fences shall be erected on any properties whatsoever located in FLEETWOOD, SECTION SJX (6). Any wall, fence or hedge erected as a protective screening on a lot by VPJ or any successor shall pass ownership with title to property, and it shall be owner's responsibility to maintain such protective screening thereafter. No structure shall be erected on any easement except with consent, in writing, of the Architectural Control Committee, if it determines that encroachment will not materially affect the easement.

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5. COMPOSITE BUILDING SITE

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Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than six thousand and no/100 (6000) square feet in area or having a width of less than fifty five (55) feet at the front building setback line on the recorded plat of said subdivision.

6. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither VPJ or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

7. PROHIBITION OF OFFENSIVE ACTIVITIES

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes except as herein referred to. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. VPJ, or its assigns, may maintain as long as it owns property in FLEETWOOD, SECTION SIX (6), in or upon such portions of the property as VPJ determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas and signs.

8. USE OF TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, barn, garage or other out-building (except for living quarters contained therein for bona fide servants of occupants of the main residence), shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS

No signs of any kind shall be displayed to the public view on

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any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. VPJ or its assignees, will have the right to remove any such sign exceeding the five square feet which is placed on said lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising with such removal.

10. STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently or permanently stored in the public 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 rear of the lot.

11. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. ANIMAL HUSBANDRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than two (2) dogs, house cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerator shall be used or installed without consent of the Architectural Control Committee, and except as permitted by law, and any such incinerator or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

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14. VISUAL OBSTRUCTIONS AT THE INTERSECTION
OF PUBLIC STREETS

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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 lot.

15. LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereon 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 as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersections of streets 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 or other suitable enclosure to screen the following from 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. In the event of default on the part of the owner or the occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, VPJ or its assigns or the Association shall, without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

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16. ROOFING MATERIAL

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17. MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot unless hidden from outside view, and no radio or television aerial wires or antennae shall be placed or maintained on the outside of any building nor shall any free standing antennae of any style be permitted. All radio or television aerial wires or antennae must be built within the main structure and not visible from outside of such structure.

18. UNDERGROUND ELECTRIC SERVICE AND EASEMENTS

An underground electric distribution system will be installed in Fleetwood, Section SIX (6) which is hereby designated herein as an Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Fleetwood, Section Six (6) and all are hereby subjected to the terms and provisions of that certain agreement between Houston Lighting & Power Co. as "COMPANY" and VPJ as "Developer". The owner of each lot or site containing a single dwelling unit shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such Company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric Company at a point designated by such Company at the property line of each lot. The electric Company furnishing service shall make the necessary connections at said point of attachment and at the meter. VPJ has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric Company providing

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for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot or site containing a single dwelling unit shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric Company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein to be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric Company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to VPJ (except for certain conduits, where applicable, and except as may be therein provided) upon VPJ's representation that the Underground Residential Subdivision is being developed for single family residential dwelling units, homes, all of which are to be wired so as to provide for separate metering to each dwelling unit.

"19. MAINTENANCE FUND "

- " (1) Each lot shall be subject to an annual maintenance charge of not less than One Hundred Dollars (\$100.00) per lot for the purpose of use as a Maintenance Fund, and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge shall be payable in advance to the "Association" as herein defined, commencing with date of commencement of construction on such lot or the date of conveyance of such lot by VPJ, its successors or assigns,

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whichever is the earlier date, the first payment to be proportionate to the remaining portion of the year, and thereafter in advance on January 1 of each year, and to secure the payment of such maintenance charge a vendor's lien is hereby retained against the above described property in favor of the Association, its successors and assigns, to secure the full and final payment of such maintenance charge. All past due maintenance charges shall bear interest from their due date at 10% per annum until paid. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien may be included in each contract of sale and/or deed executed and delivered by VPJ with respect to each lot, but shall be binding on the lot whether so recited or not. The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance or installation of streets, alleyways, paths, parks, parkways, cul-de-sacs, esplanades, vacant lots, lighting, fogging, employing policemen and workmen, and any other thing necessary or desirable in the opinion of the Association to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the Association in the expenditure of said fund shall be final as long as said judgment is exercised in good faith. Such maintenance charge may be adjusted by the Association from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Four Hundred Dollars (\$400.00) per lot per year. The maintenance charge shall remain effective until May 31, 1998, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either May 31, 1998, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or

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agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to May 31, 1997, or at any time, prior to the expiration of any successive ten (10) year period thereafter.

(2) The term "Association" as used herein shall be defined to mean and refer to FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, conditioned, however, that before this designation becomes effective, the said FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., shall, by instrument duly authorized by its Board of Directors and members, execute an instrument in writing declaring that said corporation accepts the duties and responsibilities of administering the Maintenance Fund as to Fleetwood, Section Six (6), and agreeing and providing that so long as said corporation continues to perform such function, all owners of lots in Fleetwood, Section Six (6), shall be members of said Association upon and subject to all the terms and provisions of membership applicable to owners of lots in Fleetwood, Section One (1). Unless said corporation executes such document, authorized as aforesaid, on or before the 21st day of September, 1978, or if, having executed such document the said corporation should thereafter at any time refuse further to perform the duties, responsibilities and obligations of administration of such Maintenance Fund as to Fleetwood, Section Six (6), then the owners of a majority of the lots in Fleetwood, Section Six (6) (one vote being allocated for each building site) organize their own association to administer such Maintenance Fund, the association to be either an unincorporated voluntary association or a non-profit corporation, and thereafter such association shall be entitled to and shall have all the rights, titles and powers of the Association, and shall, in all respects, be and constitute the Association contemplated hereby. In any event no entity performing the duties, responsibilities and obligations of administering the Maintenance Fund shall be authorized to levy any membership fee, charge, or assessment except as herein expressly authorized.

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20. RIGHTS OF MORTGAGEES

(1) Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

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(2) The liens against any lot securing assessments for maintenance charges as herein provided shall be subordinate to the lien of any first mortgage thereon. Sale or transfer of any lot which is subject to any mortgage, pursuant to any sale or decree of foreclosure under such mortgage, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due according to the terms herein provided.

21. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Fleetwood, Section Six (6), and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties, and also enforceable by the Association.

22. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

23. AMENDMENT TO THE ABOVE RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land for a term of forth (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the lot owners and thereafter by an instrument signed by not less than seventy-five

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per cent (75%) of the low owners. Any amendment must be recorded.

EXECUTED the 23rd day of June, 1978, EFFECTIVE AS OF THE
24th day of MARCH, 1978.

VPJ ASSOCIATES

BY

Vernon G. Burke
VERNON G. BURKE

BY

J. R. Brodmax, Jr.
J. R. BRODMAX, JR.

BY

James M. Hill, Jr.
JAMES M. HILL, JR.

BY

Perrin Investment Company (Partner)
PERRIN INVESTMENT COMPANY (Partner)

BY

Perrin W. White
PERRIN W. WHITE, President

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared VERNON T. BURKE, 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 considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day
of June, A.D., 1978.

Bonnie Sandera
Notary Public in and for
Harris County, Texas

BONNIE SANDERA

Notary Public in and for Harris County, Texas

My Commission Expires April 22, 1980

SSA 11250-2705

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. R. BRODMAX, JR., 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 considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day
of June, A.D., 1978.

Bonnie Sandera
Notary Public in and for
Harris County, Texas

BONNIE SANDERA

Notary Public in and for Harris County, Texas

My Commission Expires April 22, 1980

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES M. HILL, JR., 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 considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day
of June, A.D., 1978.

Bonnie Sandera
Notary Public in and for
Harris County, Texas

BONNIE SANDERA

Notary Public in and for Harris County, Texas

199-01-1242

STATE OF TEXAS S
COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this day personally appeared PERRIN W. WHITE, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of PERRIN INVESTMENT COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day
of June, A.D., 1978.



Brenda Ellis
Notary Public in and for
Harris County, Texas

BRENDA ELLIS
Notary Public in and for Harris County, Texas
My Commission expires August 31, 1978
BB 4524-66-7503

199-01-1242