

1801881

114-84-2091

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
ASHFORD HOLLOW, SECTION ONE (1)

THE STATE OF TEXAS §  
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made on the date hereinafter set forth by STUCKEY, PACE AND BUTLER, INC., a Texas corporation (hereinafter referred to as "Declarant"), acting herein by and through hereunto duly authorized officers, as follows:

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W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain 49.727 acre tract of land situated in Harris County, Texas, which is more particularly described as:

Lots One (1) through Seven (7), both inclusive in Block One (1);

Lots One (1) through Thirty-Seven (37), both inclusive in Block Two (2);

Lots One (1) through Thirty-Three (33), both inclusive in Block Three (3);

Lots One (1) through Twenty-Four (24), both inclusive in Block Four (4);

Lots One (1) through Twenty-Four (24), both inclusive in Block Five (5);

Lots One (1) through Twenty-Four (24), both inclusive in Block Six (6);

Lots One (1) through Eighty-One (81), both inclusive in Block Seven (7).

All of said lots being in ASHFORD HOLLOW, SECTION ONE (1), according to map or plat thereof, recorded in Volume 259, Page 136, Map Records of Harris County, Texas;

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and Declarant desires to impose upon such properties the covenants, conditions and restrictions herein set forth.

NOW THEREFORE, Declarant hereby declares that all 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 constitute covenants running with the real property, shall be binding on 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 and the Ashford Hollow Community Improvement Association, Inc.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Ashford Hollow Community Improvement Association, Inc., its successors and assigns. The Association has the power to collect and disburse these maintenance assessments as described in Article III.

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: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

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Section 5. "Common Area" shall mean all real property owned by the Association for the common use and benefit of the owners.

Section 6. "Declarant" shall mean and refer to not only Stuckey, Pace and Butler, Inc., but also to such of its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Lots in the undeveloped stage, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "undeveloped Lot" is any Lot which is not a developed Lot.

ARTICLE II  
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 residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structures 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. Carports will not be allowed unless specifically approved by the Architectural Control Committee.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the

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location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be Bennis Butler, Doyle Stuckey, and John H. Pace, Jr. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies. The Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval 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. Declarant hereby retains its right to assign the duties, powers and responsibilities of the Architectural Control Committee to Ashford Hollow Community Improvement Association, Inc., when one hundred per cent (100%) of all Lots in Ashford Hollow and all other areas annexed to the Properties are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 3. Minimum Square Footage Within Improvements.

The living area on the ground floor of the main residential

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structure (exclusive of porches, garages and servants' quarters) shall be not less than 1,400 square feet for one-story dwellings nor less than 1,000 square feet for a dwelling of more than one-story. The total living areas for a multi-story dwelling shall be not less than 1,600 square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which in its sole judgment, such deviation would result in a more beneficial common use. Such approvals must be granted in writing and when given shall become a part of these restrictions to the extent of the particular lot involved.

Section 4. Exterior Materials. The exterior materials of the main residential structure and any attached garage and servants' quarters shall be not less than fifty-one percent (51%) masonry, unless otherwise approved by the Architectural Control Committee.

Section 5. Location of the Improvements Upon the Lot.

- A. Lots Twenty-Seven (27) through Thirty-Seven (37), in Block Two (2), and all Lots in Blocks Three (3), Four (4), Five (5), Six (6) and Seven (7), Ashford Hollow, Section One (1).

No Building or other improvements shall be located on any Lot nearer to the front lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Subject to the provisions of this Section hereinafter contained and of Section 6, no building shall be located nearer than five (5) feet to an interior lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. No garage door located less than twenty-five (25) feet behind the front wall of the main residential structure shall open at less

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than a ninety degree (90°) angle to the front property line. For the purposes of this covenant or restriction, 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.

B. Lots One (1) through Seven (7), in Block One (1), and Lots One (1) through Twenty-Six (26), Block Two (2), Ashford Hollow, Section One (1).

No building or other improvements shall be located on any Lot nearer to the front lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. For the purposes of this covenant or restriction, eaves, steps and unroofed terraces shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section 6. Composite Building Site. Any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one single-family residence building site, (but in the case of Lots One (1) through Seven (7), Block One (1), and Lots One (1) through Twenty-Six (26), Block Two (2), such consolidation shall require the approval of the Architectural Control Committee) with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown 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 Lots in the same block.

Section 7. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor 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 within or affected by said easements.

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Section 8. Prohibition of Trade and 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. 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.

Section 9. Use of Temporary Structures. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than six (6) feet in height and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction.

Section 10. Storage of Automobiles, Boats, Trailers and other Vehicles. No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Section 11. Mineral 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 excava-

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tion, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 12. 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 of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept.

Section 13. Walls, Fences and Hedges. No wall, fence or hedge 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 (except fences or walls which in the sole opinion of the Architectural Control Committee are a part of the main residential structure) shall be more than six (6) feet in height. No chain link fence type construction will be permitted on any lot. Any wall, fence or hedge erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 14. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets 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 15. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, attractive manner and



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shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assigns, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, 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 and 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 Lot to pay such statement immediately upon receipt thereof.

Section 16. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playground or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from public view of neighboring Lots, streets or other property.

Section 17. Signs, Advertisements and Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the

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public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent, provided that Declarant, or its assigns, may maintain, as long as it owns property in Ashford Hollow, in or upon such portions of the Properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 18. Roofing Material. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with wood shingles. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 19. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses, or buildings. Television antennae may be attached to the house provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

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Section 20. Sidewalks. Before the dwelling unit is completed and occupied, the Lot Owner shall construct a concrete sidewalk four (4) feet in width parallel to the

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street curb four (4) feet back from the street curb and shall extend it from property line to property line. Owners of corner Lots shall install such a sidewalk both parallel to the front lot line and parallel to the side street Lot line. Such sidewalks shall comply with all Federal, State and County regulations respecting construction and/or specifications, if any.

Section 21. Underground Electric Service. An underground electric distribution system will be installed in that part of Ashford Hollow, Section One (1), designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Ashford Hollow Section One (1). The Owner of each Lot in the Underground Residential Subdivision shall, at his 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 the electric company's metering on customer's 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. In addition the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and

exclusively of the type known as single phase, 120/240 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 Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single-family dwellings of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) the company has theretofore been paid an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary. Nothing in this paragraph is intended to exclude single metered service to apartment projects, if any, under the terms of a separate contract.

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ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation

of Assessments. Declarant, in the case of 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, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments of capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Ashford Hollow Community Improvement Association, Inc., without recourse on Declarant in any manner for the payment of said charge and indebtedness.

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 owners in the Properties and for the improvements and maintenance of the Common Area, if any.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall

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be One Hundred Eighty And No/100 Dollars (\$180.00) per Lot.

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- A. From and after January 1, of the year immediately following the conveyance of the first Lot in Ashford Hollow, Section One (1), to an Owner, the maximum annual assessment may be increased each year by an amount equal to not more than five percent (5%) above the maximum assessment which could have been made without a vote of the Owners of the Lots in the Properties in the case of the previous year.
  - B. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased to an amount in excess of five percent (5%) of the maximum assessment for the previous year by a vote of two-thirds (2/3) of the Owners of the Lots in the Properties, each Owner or Owners of Lots being entitled to one vote per each Lot owned, who are voting in person or by proxy, at a meeting duly called for such purpose.
  - C. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners of Lots in the Properties who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U. S. first class mail) to all Owners of Lots not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes of the Owners of the Lots in the Properties shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots in Ashford

Hollow, Section One (1), shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in Ashford Hollow, Section One (1), owned by Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Lots in Ashford Hollow, Section One (1), which are not occupied by a resident and which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots in Ashford Hollow, Section One (1), when the first lot therein is deeded to a builder or building company by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U. S. first class mail) to every Owner subject thereto. The payment dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, if any, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be

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... terminate to the lien of any first mortgage existing at any time upon the particular lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

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ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained 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 or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of the Common Area, if any.

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- B. The right of the Association to suspend the voting rights and right to use of the Common Area, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from each infraction of its published rules and regulations.
- C. The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners of the Lots in the Properties. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners of the Lots in the Properties agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Harris County, Texas.

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-laws of the Ashford Hollow Community Improvement Association, Inc., his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 5. Amendment The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 those Owners owning not less than ninety percent (90%) of the Lots within Ashford Hollow, Section One (1), and thereafter by an instrument signed by those Owners owning not less than seventy-five

percent (75%) of the Lots within Ashford Hollow, Section One (1). No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

Section 6. Annexation. Additional residential property and/or Common Area may be annexed to the Properties by the Board of Directors of Ashford Hollow Community Improvement Association, Inc., without approval or consent of Owners of Lots in the Properties.

Section 7. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 8. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

Section 9. Execution by the Association. The Association, by joining in the execution hereof agrees to be bound by all the terms and provisions of this Declaration.

Section 10. Lienholder. First International Bank in Houston, N.A. ("lienholder") joins herein solely for the purpose of subordinating the liens held by it of record upon the Properties to the covenants, conditions and restrictions hereby imposed by Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

MADE AND EXECUTED this the 5<sup>th</sup> day of December, 1978.

DECLARANT

STUCKEY, PACE AND BUTLER, INC.

ATTEST:

David C. Holland  
Secretary  
David C. Holland

BY Bennis Butler  
President  
BENNIS BUTLER

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RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

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ASSOCIATION

ASHFORD HOLLOW COMMUNITY  
IMPROVEMENT ASSOCIATION, INC.

ATTEST:

David C. Holland  
Secretary

DAVID C. HOLLAND

BY Bennis Butler  
President  
Bennis Butler

114-84-2110

LIENHOLDER

FIRST INTERNATIONAL BANK IN HOUSTON, N. A.

ATTEST:

Sandra Gustavs  
Secretary  
BANKING OFFICER & ASST. CASHIER  
SANDRA GUSTAVS

BY Barry L. McFarren  
VICE PRES.  
BARRY L. MCFARREN

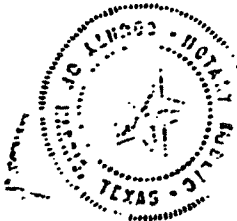
RECORDER'S MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared BENNIS BUTLER, President of STUCKEY, PACE AND BUTLER, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

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



Aurora Gloria Huizar  
Notary Public in and for  
Harris County, Texas  
AURORA GLORIA HUIZAR

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

114-34-2111

BEFORE ME, the undersigned authority, on this day personally appeared BENNIS BUTLER, President of ASHFORD HOLLOW COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Non-Profit 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5<sup>th</sup> day of December, 1978.



Aurora Gloria Huizar  
Notary Public in and for  
Harris County, Texas,  
AURORA GLORIA HUIZAR

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Barry L. McFarren, the Vice President of First International Bank in Houston, 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5<sup>th</sup> day of December, 1978.

Sheri L. Touchstone  
Notary Public in and for  
Harris County, Texas

SHERI L. TOUCHSTONE  
Notary Public in Harris County, Texas  
My Commission Expires February 17, 1980  
23 402-13-8292



II.

INSTALLATION OF FACILITIES

A. Type of service: - The electric service furnished under this agreement will be of the type described by Company as single phase, 120/240 volt, three wire, 60 cycle alternating current for lighting and power.

B. Distribution System: - The underground electric distribution system shall be installed in easements provided therefor and shall consist of overhead primary feeder circuits constructed on wood poles, single phase, underground primary and secondary circuits, pad mounted or other type of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. Company reserves the right to construct such overhead primary feeder lines within dedicated easements or easements otherwise acquired at such points along the perimeter of the subdivision or elsewhere as it may determine to be necessary for the furnishing of the underground residential distribution system herein provided for or to meet Company's general area requirements. At Company's option those lots adjacent to such overhead distribution facilities may be served from such overhead distribution system. Where overhead service is furnished the distribution system will be installed in easements provided therefor and shall consist of overhead primary and secondary circuits, constructed on wood poles equipped with transformers and such other appurtenances as shall be necessary to make overhead service available. Company shall at all times have title to and complete control over the facilities to be installed by it.

C. Preparation of Easement: - All easements for underground distribution shall be kept free and clear of obstructions. Developer agrees, at his expense, to have all lot corners and location of all dwelling units accurately staked on the ground, to have all easements cleared of trees, stumps, and other obstructions which would interfere with Company's pole line or underground cable installation, and to develop all easements and rights of way to final level grade, suitable for machine trenching, before Company starts its installation.

D. Coordination of construction: - Developer agrees to coordinate his construction work with Company's construction work in such a way that Company's facilities can be installed without interference due to construction of streets, sewers, water lines and facilities of other utilities. In the event Developer interferes with Company's installation of its facilities by the untimely installation of streets or other facilities, Company shall give notice to Developer and if the interference is not eliminated, a payment equivalent to the additional cost to Company brought about by the interference will be made by Developer and such shall be due upon the determination by Company of such additional cost and the submission of an invoice therefor.

E. Temporary service: - Temporary service for home construction shall be available only to locations adjacent to existing energized transformers or secondary junction boxes. The applicant for

196-13-0130

temporary service will install a meter loop in accordance with the Company's then current Standards and Specifications and shall at his own cost, furnish and install necessary cable and appurtenances from the line side of the meter base to the designated point of service connection in compliance with applicant's service cable at Company's installed transformers or energized secondary junction boxes. Charges for temporary service under the conditions outlined above will be the same as in overhead service areas.

196-13-0131

F. Service lines: - The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, 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 Electric Code) the underground service cable and appurtenances from point of Company's metering at the dwelling unit or structure to the point of attachment at Company's installed transformers or energized secondary junction boxes, said point of attachment to be made available by Company at a point designated by Company at the property line of each lot. Company shall make the necessary electrical connections at both the meter and the transformer or secondary junction box. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a service entrance in accordance with Company's then current Standards and Specifications for the location and installation of the meter for the electric service to each dwelling unit.

G. Construction schedule: - It is understood and agreed that Company does not obligate itself to start construction of its facilities under this contract prior to sixty (60) days from the date of this contract. However, Company will endeavor to start construction at an earlier date and expedite completion of the work provided for in this contract. Construction will not be started until Developer has granted the easements provided for herein and met all conditions specified in Article II-C hereof.

### III.

#### EASEMENTS

A. Grant of easements: - Developer by the execution of this agreement hereby grants to Company, and to the various homeowners within the Subdivision, all necessary easements for the installation, maintenance and operation of Company's electric distribution system and homeowner's facilities, as follows:

1. Easements along, over, under and across the thoroughfares and streets for Company's underground facilities.
2. Easements along, over, under and across those areas specified as utility easements for Company's underground facilities and necessary appurtenances, including, without limitation, pad mounted transformers and junction boxes, and in areas where service is to be overhead the utility



easements may be utilized for overhead facilities.

3. Easements for the reciprocal benefit of the various homeowners affording 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.

B. Location of easements: - The Company shall have the right to use the utility easements which are shown on the recorded plat of the Subdivision as centered on the rear property lines of all lots, and such additional easements as may be required for its underground distribution system will be located at such points as the underground system reasonably requires.

C. Additional easements: - Developer further agrees to grant to the Company and/or the various homeowners such additional easements within the aforesaid Subdivision as shall be necessary for the installation, maintenance and operation of Company's and homeowner's facilities; however, this paragraph is intended to create an obligation binding only on the Developer and the same is not to be construed as creating a covenant running with the land or as binding on subsequent purchasers of the lots in Ashford Hollow Subdivision, Section I.

D. Easement instruments: - Developer agrees to execute the customary additional instruments confirming the easements and rights of way heretofore granted or agreed to be granted, pursuant to this contract.

#### IV.

#### DEED RESTRICTIONS

Developer agrees to include in the restrictions made applicable to the Subdivision provisions substantially as follows:

"An underground electric distribution system will be installed in that part of Ashford Hollow Subdivision, Section I, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Ashford Hollow Subdivision, Section I, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, 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

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196-13-0133

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. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing 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 containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, 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 shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 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 Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

"The provisions of the two preceding paragraphs also apply to

196-13-0134

any future residential development in Reserve(s) shown on the plat of Ashford Hollow Subdivision, Section I, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s)."

V.

**Payment by Developer:** - The underground distribution system covered by this contract is being installed by Company at no cost to Developer (except for certain conduits, where applicable and except as hereinafter provided) upon Developer's representation that such Subdivision covered hereby is being developed for residential dwelling units, including homes, townhouses, duplexes and apartment structures, constructed upon the premises and designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), and so wired as to provide for separate metering to each dwelling unit. Should Developer's plans as outlined to Company be changed so that mobile homes are to be erected, or should the Developer sell lots within the Underground Residential Subdivision for location thereon of mobile homes, Developer shall thereupon become liable to Company for \$1.75 per front lot foot for all lots or dwelling units specified by this agreement to be within the Underground Residential Subdivision, such amount representing the excess in cost, for the entire Subdivision, of the underground distribution system being installed under this agreement over the cost of equivalent facilities for Company's standard overhead service; and Company shall not be further obligated to Developer under this contract until such payment shall have been made in full. In the event that Developer shall replat all or any part of the Subdivision, Company shall not be obligated to furnish the underground distribution system for services to the replatted lots or to the dwelling units located therein unless (a) the replatted lots or dwelling units to be located therein are to be constructed for "dwelling units" as hereinbefore defined, same being those constructed and designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and wired for separate metering to each dwelling unit in a multiple dwelling unit structure and (b) payment is made to Company of an amount equal to the excess cost of bringing underground service to the replatted lots over the cost of installing underground distribution system for service to the lots as originally platted. Further, in the event that the plans for the development of the Underground Residential Subdivision as outlined to Company be changed after Company has installed any of its underground service facilities, and if such change in plans will require the removal of or alteration of such installed facilities, then, except to the extent that such facilities remain suitable for serving any dwelling units called for by

the charge in plans, Developer shall pay to Company the cost to Company of installing and altering such facilities.

It is understood and agreed that the above provisions of this Article V also apply to any future residential development in Reserve(s) shown on the plat of Ashford Hollow Subdivision, Section I, as such plat exists at the execution of this contract or thereafter. Specifically, but not by way of limitation, if Developer undertakes some action in a former Reserve(s) which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, Developer shall pay Company \$1.75 per front lot foot for all lots in both the Reserve(s) and the Underground Residential Subdivision.

196-13-0135

It is also understood and agreed that if Developer undertakes any action in the lots within the Underground Residential Subdivision which invokes the above per front lot foot payment in said Underground Residential Subdivision, Developer shall pay \$1.75 per front lot foot for any future installation of underground electric service in the above described Reserve(s).

The above provisions of this Article V do not apply to any future non-residential development in such Reserve(s).

This instrument constitutes the entire contract of the parties with respect to the matters herein contained and when duly executed shall be binding upon and inure to the benefit of both parties and their respective successors, legal representatives and assigns, but the agreement shall not be assignable by Developer without the written consent of Company.

EXECUTED in triplicate at Houston, Texas, as of the 13<sup>th</sup> day of April, 1978.

HOUSTON LIGHTING & POWER COMPANY

STUCKEY/PACE DEVELOPMENT CORP.

By [Signature]  
Vice President

By [Signature]  
President BENNIS BUTLER

D. D. SYKORA

ATTEST:

ASST. Secretary [Signature]  
COMPANY

[Signature]  
Asst. Secretary Doyle Stuckey  
DEVELOPER

P.O. Box 13546  
Mailing Address

Houston, Texas 77024  
City Zip

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Bennis Butler, President of Stuckey/Pace Development Corporation, 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 the said Stuckey/Pace Development Corporation, a Texas corporation, and that he executed the same as the act and deed of such corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of April, 19 78.

*Gail Sosa Johnson*  
NOTARY PUBLIC IN AND FOR  
Harris COUNTY, Texas  
GAIL SOGA JOHNSON

196-13-0136

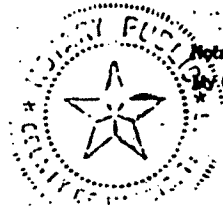
STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared D. D. Sykes, Vice President of Houston Lighting & Power Company, 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 the said Houston Lighting & Power Company, a corporation, and that he executed the same as the act and deed 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 5<sup>th</sup> day of May, 19 78.

*Janet Van Wambeck*  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS



JANET VAN WAMBECK  
Notary Public in and for Harris County, Texas  
My Commission Expires 4-30-79

RETURN TO  
F. O. Kupiec  
HOUSTON LIGHTING & POWER COMPANY  
P. O. BOX 1700  
HOUSTON, TEXAS, 77054

G955118

955118

2106119

100-200000-1

Deja/1/1/11

WARRANTY DEED

183-95-1652

00033

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT STUCKEY, PACE AND BUTLER, INC., a Texas corporation, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto THE COSSEY COMPANY, of the County of HARRIS, and State of TEXAS, all of the following described real property in Harris County, Texas, to-wit:

LOTS 14, 15, 16 & 17, BLOCK 2, of Ashford Hollow, Section One, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 259, Page 136, of the Map Records of Harris County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its heirs and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT and FOREVER DEFEND all and singular the above described property unto the grantee, its successors and assigns, against the claims of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

As part of the consideration for this conveyance, the herein conveyed property is hereby subject to a maximum initial maintenance assessment payable to Ashford Hollow Community Improvement Association, Inc. (the "Association"), of One Hundred Eighty And No/100 DOLLARS (\$180.00) per lot per year, subject to increase as provided for in the restrictions filed in the Office of the County Clerk of Harris

County, Texas, which the Grantee herein, its successors and assigns, agree to pay. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the owners of lots in Ashford Hollow who are voting in person or by proxy at a meeting duly called for said purpose. Such maintenance assessment shall be payable annually to the Association, a Texas non-profit corporation, on such payment date as established by said Association's Board of Directors, and to secure the payment of such maintenance assessment a vendor's lien is herein and hereby retained against the above described property in favor of Ashford Hollow Community Improvement Association, Inc., its successors and assigns, and it shall be the same as if a vendor's lien was retained in favor of Grantor and assigned by assignment to Ashford Hollow Community Improvement Association, Inc., without recourse on Grantor in any manner for the payment of said assessment and indebtedness; provided, however, that such lien shall be specifically made secondary, subordinate and inferior to all valid liens of record in the Office of the County Clerk of Harris County, Texas, 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 improvements of any such lot, 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 the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest



office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance assessment upon which the proposed action is based.

Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder hereof.

This conveyance is made and accepted subject to all reservations, restrictions, covenants, conditions, rights-of-way and easements of record, if any, insofar as the same presently affect the above described property.

EXECUTED this 14th day of April, 1981.  
STUCKEY, PACE AND BUTLER, INC.

RECORDER'S MEMORANDUM:

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

BY Bennis Butler  
Bennis Butler

THE STATE OF TEXAS 5  
COUNTY OF HARRIS 5

BEFORE ME, the undersigned authority, on this day personally appeared Bennis Butler, President of Stuckey, Pace And Butler, Inc., a Texas 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 14th day of April, 1981.

FILED  
APR 30 2 53 PM 1981  
Quit Rodriguez  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Mary Cowart  
Notary Public in and for  
Harris County, Texas  
Mary Cowart

-3-  
STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number 183-95-1054 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

RETURN TO: STEWART TITLE CO  
14302 FREEMAN DRIVE  
SUITE 150  
HOUSTON, TEXAS 77079



APR 30 1981  
Quit Rodriguez  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

183-95-1054

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