

ANEX

M370835

160-63-0894

ANNEXATION TO DECLARATION

10/20/89 00319343 M370835 \$ 7.00

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

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY (Friendswood") as Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979 (the "Declaration"), applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and *lw*

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, Copperfield Southdown Village, Section One, was subjected to the plan of development described in said Declaration and placed within the jurisdiction of Southdown Village Community Association, Inc. (the "Association"); and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land into the Association and subject such land to the terms and conditions of the Declaration; and

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WHEREAS, Article V, Section 4 of the Declaration provides a Front Street Property Line Setback requirement for houses, and Friendswood reserved the right to modify this setback requirement for any additional land made subject to the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for the Lots and Commercial units in the land subject to the Declaration; and

WHEREAS, in Article V, Section 22 of the Declaration, the right was reserved in Declarant to modify and change the conditions contained in Article V of the Declaration for any additional land made subject to the Declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the property subject to the Declaration; and

WHEREAS, certain additional land has previously been added and annexed and subjected to the Declaration by instruments recorded in the Official Public Records of Real Property of Harris County, Texas as follows:

<u>Clerk's File No.</u>	<u>Film Code Reference</u>
J161604	060-84-0500
J245073	065-88-2125
J239612	065-81-2287
J279637	067-92-1641
K093478	019-68-1540
K471198	042-72-0802
K748842	059-69-1606
L154017	182-21-1291
L810578	125-69-1267
M003944	137-69-0046

FILED
OCT 20 3 46 PM '89
Doris [Signature]
CLERK
HARRIS COUNTY, TEXAS

WHEREAS, Friendswood now desires to add and annex certain additional land and thereby subject such land to the Declaration and to modify and change certain restrictions of use recited in Article V of the Declaration for such additional land;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land ("Said Land") is hereby added and annexed into the Association and thereby subjected to the Declaration, in accordance with the terms and conditions of the Declaration, to wit:

All of Copperfield, Southdown Village, Section Eight, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 344, Page 84 of the Map Records of Harris County, Texas.

Said Land is part of the referenced plat that has been duly filed for record in the Map Records of Harris County, Texas, and is part of the area designated by Friendswood as Copperfield Southdown Village.

2. Article V, Section 13 of the Declaration is modified to provide that within Said Land, the maintenance obligations imposed on the Owner of each Lot are enlarged to include those strips or parcels of land abutting each Owner's Lot or Lots and located between Owner's property line and the edge of the curb on the adjacent street.
3. Article V, Section 4 of the Declaration is modified to provide that within Said Land, but only within Said Land, the Front Street Property line Setback for houses located in all or in part of the turnaround of a cul-de-sac shall be twenty (20) feet as shown on the recorded plat of Said Land referenced above.
4. An electric distribution system will be installed in Said Land, in a service area that will embrace all of the lots which are platted in Said Land. In the event that these are constructed within Said Land structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the service area shall embrace 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 or developer thereof, 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 service cable and appurtenances from the point of the 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. Friendswood has either by designation on the plat of Said Land 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 and developer thereof, 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 service is maintained in Said Land, the electric service to each dwelling unit therein shall be 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 electric distribution system in Said Land, at no cost to Friendswood (except for certain conduits, where applicable, and except as hereinafter provided) upon Friendswood's representation that Said Land is being developed for residential dwelling units, including homes, and if permitted by the townhouses, duplexes and apartment structure, all of which are designated 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.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat of Said Land as such plat exists at the execution of the agreement for electric service between the electric company and Friendswood 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 Said Land, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Friendswood has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

- 5. Friendswood has determined that each modification to the Declaration made by this Annexation instrument, in Friendswood's judgment, will result in a more common beneficial use and enhance the overall development plan for the land subject to the Declaration.

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

Executed and effective on the date of the acknowledgement shown below, which shall be the date of this instrument for all purposes.



FRIENDSWOOD DEVELOPMENT COMPANY

By: Robert F. Bradley
Robert F. Bradley
Vice-President

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OK CONT. mob

STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on October 16, 1989, Robert F. Bradley, Vice-President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Dorothy V. Mikkelsen
Notary Public, State of Texas



Return To:
Mary Baker
Friendswood Dev. Co.
P.O. Box 2567
Houston TX 77252-2567

ANNEXATION TO DECLARATION

STATE OF TEXAS I
 I KNOW ALL MEN BY THESE PRESENTS: THAT
 COUNTY OF HARRIS I

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY (hereinafter called "Friendswood") executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979, (hereinafter called the "Declaration") applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, said property was placed within the jurisdiction of Southdown Village Community Association, Inc.; and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land under the jurisdiction of said Association and make such land added or annexed thereto subject to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for each of the lots in Copperfield Southdown Village, Section One.

WHEREAS, in Article V, Section 22 of the Declaration Declarant reserves the right to modify and change the conditions contained in Article V for any additional land made subject to this Declaration.

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land (hereinafter called "Said Land") is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Southdown Village Community Association, Inc., in accordance with the terms and conditions of the Declaration, to wit:

Lots 7 through 28 inclusive of Block 23,
 Lots 1 through 11 inclusive of Block 24,
 Lots 27 through 35 inclusive of Block 24,
 and Lots 39 through 47 inclusive of Block
 24, all in Copperfield Southdown Village,
 Section Two, a subdivision in Harris
 County, Texas, according to the plat
 thereof recorded in Volume 315, page 133
 of the Map Records of Harris County,
 Texas.

2. The Declaration is modified to provide that within Said Land, the maintenance obligation imposed on Owner as provided in Article V, Section 13, is enlarged to include those strips or parcels of land abutting Owner's Lot or Lots located between Owner's property line and the edge of the curb on the adjacent street.

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

EXECUTED this 28th day of Sept, 1983.

ATTEST:

C. G. Kilson
C.G. Kilson
Assistant Secretary

FRIENDSWOOD DEVELOPMENT COMPANY

By Robert F. Bradley
Robert F. Bradley
Vice President

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STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on Sept. 28, 1983, by Robert F. Bradley, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Rebecca A. Walker
Notary Public, State of Texas
My commission expires: _____

REBECCA A. WALKER
Notary Public in and for Harris County, Texas
My Commission Expires: 2-19-84

PLEASE RETURN TO:
Friendswood Development Company
C. G. Kilson
P. O. Box 2567
Houston, Texas 77001

FILED
1983 SEP 29 PM 1:59
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

SEP 29 1983



Quita Robinson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

ANNEXATION TO DECLARATION

STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY (hereinafter called "Friendswood") executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979, (hereinafter called the "Declaration") applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. 6131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. 6181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. 6302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, Copperfield Southdown Village, Section One, was placed within the jurisdiction of Southdown Village Community Association, Inc.; and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land under the jurisdiction of said Association and make such land added or annexed thereto subject to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for each of the lots in Copperfield Southdown Village, Section One; and

WHEREAS, in Article V, Section 22 of the Declaration Declarant reserves the right to modify and change the conditions contained in Article V for any additional land made subject to this Declaration;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land (hereinafter called "Said Land") is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Southdown Village Community Association, Inc., in accordance with the terms and conditions of the Declaration, to wit:

*Annex
47 lots*

Lots 1 through 19 inclusive of Block 25 and lots 19 through 46 inclusive of Block 26 in Copperfield Southdown Village, Section Two, a subdivision of Harris County, Texas, according to the plat thereof recorded in Volume 315, Page 133 of the Map Records of Harris County, Texas.

The Declaration is modified to provide that within Said Land, the maintenance obligation imposed on Owner as provided in Article V, Section 13, is enlarged to include those strips or parcels of land abutting Owner's Lot or Lots located between Owner's property line and the edge of the curb on the adjacent street.

The Declaration is modified to provide that Article VI, Section 10 shall be deleted, in its entirety, and the following section inserted.


Section 10. Initial Construction Period.
Owner shall commence construction of initial improvements on or before twenty four (24) months from the date of conveyance of any lot or commercial unit and diligently thereafter proceed to final completion (meaning ready for occupancy) within six (6) additional months (plus a period of time equal to the duration of delays caused by reason of fire, act of God, shortage of labor or material, strike, lockout, casualty, or other condition/ occurrence beyond Owner's control). In the event that Owner should fail to perform as set forth above, Owner will, upon request of Declarant, its successors and assigns, and upon tender to Owner in cash of a sum equal to ninety percent (90%) of the purchase price paid by Owner to Declarant for the Lot or Commercial Unit, reconvey same to Declarant, its successors and assigns, by Special Warranty Deed free and clear of any liens and encumbrances other than those to which the original conveyance was subject and any express lien created for the purpose of financing the improvements, if any, referred to above. This conditional repurchase option, as reserved, shall terminate upon substantial completion of the improvements on the Lot or Commercial Unit, if any, or on or before thirty six (36) months from the date of conveyance (plus a period of time beyond Owner's control heretofore described), whichever shall first occur. If Owner should execute a deed of trust to secure a construction loan made to Owner and shall inform Declarant in writing of the name and identity of such mortgagee, then at any time when Declarant considers Owner to be in default under the terms of this paragraph, Declarant shall give written notice thereof to mortgagee at the address furnished, and mortgagee shall thereupon have a reasonable time within which to foreclose its lien, acquire title to and possession of the Lot or Commercial Unit and comply with the provisions of this paragraph. While mortgagee is attempting in good faith to accomplish the foregoing, Declarant will not exercise its conditional repurchase option.

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

EXECUTED this 16th day of November, 1983.

ATTEST:

FRIENDSWOOD DEVELOPMENT COMPANY


C. G. Kilson
Assistant Secretary

By 
Robert F. Bradley
Vice President

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FROM
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TRANS
C.K.
C.H.

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on Nov-16, 1983, by Robert F. Bradley, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Rebecca A. Walker
Notary Public, State of Texas
My commission expires: _____

REBECCA A. WALKER
Notary Public in and for Harris County, Texas
My Commission Expires: 2-19-84

PLEASE RETURN TO:
Friendswood Development Company
C. G. Kilson
P. O. Box 2567
Houston, Texas 77001

FILED
1983 NOV 16 AM 11:15
COUNTY CLERK
HARRIS COUNTY, TEXAS

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 mentioned herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

NOV 16 1983



Quita Reddeman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Present

CONSENT TO ENCROACHMENT ON
DRAINAGE EASEMENT AREA

K176995

024-69-0519

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

08/27/85 00148327 K176995 § 3.06

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY ("Friendswood"), an Arizona corporation, established a subdivision known as Copperfield Southdown Village, Section Two, by approved map or plat of said subdivision filed for record in Volume 315, Page 133 of the Map Records of Harris County, Texas, and did establish, adopt and promulgate the Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One (the "Declaration") by instrument dated June 11, 1979, filed for record under Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas, and did further annex to the Declaration certain lots in Copperfield Southdown Village, Section Two as follows: Lots 7 through 28 inclusive of Block 23, Lots 1 through 11 inclusive of Block 24, Lots 27 through 35 inclusive of Block 24, and Lots 39 through 47 inclusive of Block 24, by instrument dated September 28, 1983, and filed for record under Clerk's File No. J161604 and recorded under Film Code No. 060-84-0500; and

WHEREAS, the Declaration reserves for Friendswood a three (3) foot wide drainage easement along each of the side lot lines of all lots, including Lots 22, 24, 25, and 26, Block 23 in Copperfield Southdown Village, Section Two ("Said Lots"); and

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WHEREAS, Friendswood has been requested to consent to the encroachment by a garage on each of Said Lots extending two (2) feet into such drainage easement area within each of Said Lots, and Friendswood has agreed to give such consent, but only upon the conditions hereinafter set forth;

NOW, THEREFORE, Friendswood hereby consents to the encroachment by a garage extending two (2) feet into the drainage easement reserved by Friendswood along the side lot line of each of Said Lots, provided that there shall be no other encroachment constructed or maintained on said easement areas that would interfere with the use of the easement area for drainage purposes, including the construction and maintenance of a drainage swale as part of the surface water drainage system for lots situated within Copperfield Southdown Village, Section Two.

EXECUTED on August 27, 1985.

FRIENDSWOOD DEVELOPMENT COMPANY

By: Robert F. Bradley
Robert F. Bradley, Vice President

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27 day of August, 1985, by Robert F. Bradley, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.



Judy Matthews
Notary Public, State of Texas

JUDY MATTHEWS
Notary Public in and for State of T
My Commission expires: _____ My Commission Expires 11-1-8

Hold for...

VB

Book

ANNEXATION TO DECLARATION 12/14/83 00018919 J279637 \$ 5.00

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

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY (hereinafter called "Friendswood") executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979, (hereinafter called the "Declaration") applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and

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WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, Copperfield Southdown Village, Section One, was placed within the jurisdiction of Southdown Village Community Association, Inc.; and

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WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land under the jurisdiction of said Association and make such land added or annexed thereto subject to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for each of the lots in Copperfield Southdown Village, Section One; and

WHEREAS, in Article V, Section 22 of the Declaration Declarant reserves the right to modify and change the conditions contained in Article V for any additional land made subject to this Declaration;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land (hereinafter called "Said Land") is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Southdown Village Community Association, Inc., in accordance with the terms and conditions of the Declaration, to wit:

Copperfield Southdown Village, Section Two, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 315, Page 133 of the Map Records of Harris County, Texas, save and except Lots 7 through 28 of Block 23, Lots 1 through 11 of Block 24, Lots 27 through 35 of Block 24, Lots 39 through 47 of Block 24, Lots 1 through 19 of Block 25, and Lots 19 through 46 of Block 26.

2. The Declaration is modified to provide that within Said Land, the maintenance obligation imposed on Owner as provided in Article V, Section 13, is enlarged to include those strips or parcels of land abutting Owner's Lot or Lots located between Owner's property line and the edge of the curb on the adjacent street.

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

EXECUTED this 13th day of December, 1983.

ATTEST
C. G. KJLson
Assistant Secretary

FRIENDSWOOD DEVELOPMENT COMPANY

By Robert F. Bradley
Robert F. Bradley
Vice President

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STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 13, 1983, by Robert F. Bradley, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Rebecca A. Walker
Notary Public, State of Texas
My commission expires: _____

REBECCA A. WALKER
Notary Public In and for Harris County, Texas
My Commission Expires: 2-19-84

HOLD FOR PICKUP

FILED
1983 DEC 14 PM 1:34
Quita Roddehaver
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

DEC 14 1983



Quita Roddehaver
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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ANNEXATION TO DECLARATION

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

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WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY ("Friendswood") as Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979, (the "Declaration") applicable to a subdivision in Harris county, Texas, which Declaration is filed for record under Harris County Clerk's File No. 6131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. 6181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, Copperfield Southdown Village, Section One, was subjected to the plan of development described in said Declaration and placed within the jurisdiction of Southdown Village Community Association, Inc. (the "Association"); and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land into the Association and subject such land to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for the Lots and Commercial Units in the land subject to the Declaration; and

WHEREAS, in Article V, Section 22 of the Declaration, the right was reserved in Declarant to modify and change the conditions contained in Article V of the Declaration for any additional land made subject to the Declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the property subject to the Declaration;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:


1. The following described land ("Said Land") is hereby added and annexed into the Association and thereby subjected to the Declaration, in accordance with the terms and conditions of the Declaration, to wit:


Lots 2 through 8, Block 58; Lots 8 through 23, Block 62; and Lots 13 through 23, Block 64 of Copperfield Southdown Village, Section Three, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 320, Page 20 of the Map Records of Harris County, Texas.

- 2. Article V, Section 13 of the Declaration is modified to provide that within Said Land, but only within Said Land, the maintenance obligations imposed on the Owner of each Lot are enlarged to include those strips or parcels of land abutting each Owner's Lot or Lots and located between Owner's property line and the edge of the curb on the adjacent street.
- 3. Article V, Section 4 of the Declaration is modified to provide that within Said Land, but only within Said Land, the Front Street Property Setback Line for houses located on cul-de-sacs shall be twenty (20) feet as shown on the recorded plat of Said Land referenced above.
- 4. Friendswood has determined that each modification to the Declaration made by this Annexation instrument, in Friendswood's judgment, will result in a more common beneficial use and enhance the overall development plan for Said Land.

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

Executed on behalf of Friendswood Development on June 28, 1985.

ATTEST:

 C. G. Kilson
 Assistant Secretary

FRIENDSWOOD DEVELOPMENT COMPANY *luw*
 By:  *RFB*
 Robert F. Bradley
 Vice President

OK FORM *RFB*
 OK TRANS. *MLR*
 OK CONT. *RFB*

STATE OF TEXAS
 COUNTY OF HARRIS

This instrument was acknowledged before me on June 28, 1985, by Robert F. Bradley, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.


 Notary Public, State of Texas
 My commission expires: Notary Public in and for State of Texas
 My Commission Expires 11-1-88

PLEASE RETURN TO:
 Friendswood Development Company
 C. G. Kilson
 P. O. Box 2667
 Houston, Texas 77001



RECEIVED

APR 7 1985

042-72-0802

K471198

RESIDENTIAL PROJECTS

ANNEXATION TO DECLARATION

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

14-91-26 00235220 K-71198 17 6-

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY ("Friendswood") as Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979 (the "Declaration"), applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, Copperfield Southdown Village, Section One, was subjected to the plan of development described in said Declaration and placed within the jurisdiction of Southdown Village Community Association, Inc. (the "Association"); and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land into the Association and subject such land to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for the Lots and Commercial Units in the land subject to the Declaration; and

WHEREAS, in Article V, Section 22 of the Declaration, the right was reserved in Declarant to modify and change the conditions contained in Article V of the Declaration for any additional land made subject to the Declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the property subject to the Declaration;

WHEREAS, certain additional land has previously been added and annexed and subjected to the Declaration by instruments recorded in the Official Public Records of Real Property of Harris County, Texas as follows:

<u>Clerk's File No.</u>	<u>Film Code Reference</u>
J161604	060-84-0500
J245073	065-88-2125
J239612	065-81-2287
J279637	067-92-1641
K093478	019-68-1540

WHEREAS, Friendswood now desires to add and annex certain additional land and thereby subject such land to the Declaration and to modify and change certain restrictions of use recited in Article V of the Declaration for such additional land;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land ("Said Land") is hereby added and annexed into the Association and thereby subjected to the Declaration, in accordance with the terms and conditions of the Declaration, to wit:

Lots 2 through 12, inclusive, of Block 27; Lots 7 through 9, inclusive, of Block 65; and Lots 11 through 23 and Lots 38 through 50, inclusive, of Block 66 of Copperfield Southdown Village, Section Three, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 320, Page 20 of the Map Records of Harris County, Texas.

Said Land is part of the referenced plat that has been duly filed for record in the Map Records of Harris County, Texas, and is part of the area designated by Friendswood as Copperfield Southdown Village.

2. Article V, Section 13 of the Declaration is modified to provide that within Said Land, but only within Said Land, the maintenance obligations imposed on the Owner of each Lot are enlarged to include those strips or parcels of land abutting each Owner's Lot or Lots and located between Owner's property line and the edge of the curb on the adjacent street.
3. Article V, Section 4 of the Declaration is modified to provide that within Said Land, but only within Said Land, the Front Street Property Line Setback for houses located in all or in part on the turnaround of a cul-de-sac shall be twenty (20) feet as shown on the recorded plat of Said Land referenced above.
4. Friendswood has determined that each modification to the Declaration made by this Annexation instrument, in Friendswood's judgment, will result in a more common beneficial use and enhance the overall development plan for Said Land.

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

Executed on the date of the acknowledgement shown below, but effective April 1, 1986, which shall be the date of this instrument for all purposes.

ATTEST:

G. G. Kilson
G. G. Kilson
Assistant Secretary

FRIENDSWOOD DEVELOPMENT COMPANY

By: Robert F. Bradley
Robert F. Bradley
Vice President

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K748842

RESIDENTIAL PROJECTS

ANNEXATION TO DECLARATION

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

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY ("Friendswood") as Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979 (the "Declaration"), applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, Copperfield Southdown Village, Section One, was subjected to the plan of development described in said Declaration and placed within the jurisdiction of Southdown Village Community Association, Inc. (the "Association"); and

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WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land into the Association and subject such land to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for the Lots and Commercial Units in the land subject to the Declaration; and

WHEREAS, in Article V, Section 22 of the Declaration, the right was reserved in Declarant to modify and change the conditions contained in Article V of the Declaration for any additional land made subject to the Declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the property subject to the Declaration; and

WHEREAS, certain additional land has previously been added and annexed and subjected to the Declaration by instruments recorded in the Official Public Records of Real Property of Harris County, Texas as follows:

<u>Clerk's File No.</u>	<u>Film Code Reference</u>
J161604	060-84-0500
J245073	065-88-2125
J239612	065-81-2287
J279637	067-92-1641
K093478	019-68-1540
K471198	042-72-0802

WHEREAS, Friendswood now desires to add and annex certain additional land and thereby subject such land to the Declaration and to modify and change certain restrictions of use recited in Article V of the Declaration for such additional land;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land ("Said Land") is hereby added and annexed into the Association and thereby subjected to the Declaration, in accordance with the terms and conditions of the Declaration, to wit:

✓ Lots 9 through 22, inclusive, of Block 58;
// Lots 24 through 34, inclusive, of Block 62;
✓ Lots 1 through 12 and 24 through 49, inclusive, of Block 64;
✓ Lots 10 through 28, inclusive, of Block 65; and
✓ Lots 24 through 37, inclusive, of Block 66 of Copperfield Southdown Village, Section Three, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 320, Page 20 of the Map Records of Harris County, Texas.

Said Land is part of the referenced plat that has been duly filed for record in the Map Records of Harris County, Texas, and is part of the area designated by Friendswood as Copperfield Southdown Village.

2. Article V, Section 13 of the Declaration is modified to provide that within Said Land, but only within Said Land, the maintenance obligations imposed on the Owner of each Lot are enlarged to include those strips or parcels of land abutting each Owner's Lot or Lots and located between Owner's property line and the edge of the curb on the adjacent street.
3. Article V, Section 4 of the Declaration is modified to provide that within Said Land, but only within Said Land, the Front Street Property Line Setback for houses located in all or in part on the turnaround of a cul-de-sac shall be twenty (20) feet as shown on the recorded plat of Said Land referenced above.
4. Friendswood has determined that each modification to the Declaration made by this Annexation instrument, in Friendswood's judgment, will result in a more common beneficial use and enhance the overall development plan for Said Land.
5. An underground electric distribution system will be installed in Said Land, in an underground service area that will embrace all of the Lots which are platted in Said Land. In the event that there are constructed within Said Land structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area shall embrace 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 or developer thereof, 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 the 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. Friendswood has either by designation on the plat of Said Land 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 and developer thereof, 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 Said Land, 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 Said Land, at no cost to Friendswood (except for certain conduits, where applicable, and except as hereinafter provided) upon Friendswood's representation that Said Land is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structure, 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.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat of Said Land as such plat exists at the execution of the agreement for underground electric service between the electric company and Friendswood 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 Said Land, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Friendswood has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

Executed on the date of the acknowledgement shown below, but effective October 1, 1986, which shall be the date of this instrument for all purposes.

ATTEST:
Mary C. Baker
Mary C. Baker
Assistant Secretary

FRIENDSWOOD DEVELOPMENT COMPANY
By: W. S. Gibbons
W. S. Gibbons
Vice President

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CONF. MSB

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 22, 1986, by W. S. Gibbons, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.



Judy Matthews
Notary Public, State of Texas

My commission expires: _____

JUDY MATTHEWS
Notary Public in and for State of Texas
My Commission Expires 11-1-89.

MK-L-3m
MK-L-124
SD-3 3rd Annex
9/11/86

ANY PROVISION HEREIN WHICH AFFECTS THE SALE, MENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID 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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on _____

SEP 23 1986



Ante Lubliner
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to:
Friendwood Dev. Co.
Mary C. Baker Suite 840
P.O. Box 2567
Houston, TX 77252-2567

FILED
SEP 23 9 12 AM '86
Ante Lubliner
COUNTY CLERK
HARRIS COUNTY, TEXAS

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land ("Said Land") is hereby added and annexed into the Association and thereby subjected to the Declaration, in accordance with the terms and conditions of the Declaration, to wit:

All of Copperfield Southdown Village, Section Five, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 338, Page 122 of the Map Records of Harris County, Texas.

Said Land is part of the referenced plat that has been duly filed for record in the Map Records of Harris County, Texas, and is part of the area designated by Friendswood as Copperfield Southdown Village.

2. Article V, Section 13 of the Declaration is modified to provide that within Said Land, but only within Said Land, the maintenance obligations imposed on the Owner of each Lot are enlarged to include those strips or parcels of land abutting each Owner's Lot or Lots and located between Owner's property line and the edge of the curb on the adjacent street.
3. Article V, Section 4 of the Declaration is modified to provide that within Said Land, but only within Said Land, the Front Street Property Line Setback for houses located in all or in part on the turnaround of a cul-de-sac shall be twenty (20) feet as shown on the recorded plat of Said Land referenced above.
4. Friendswood has determined that each modification to the Declaration made by this Annexation instrument, in Friendswood's judgment, will result in a more common beneficial use and enhance the overall development plan for Said Land.
5. An underground electric distribution system will be installed in Said Land, in an underground service area that will embrace all of the Lots which are platted in Said Land. In the event that there are constructed within Said Land structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area shall embrace 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 or developer thereof, 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 the 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. Friendswood has either by designation on the plat of Said Land 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 and developer thereof, 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 Said Land, 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 Said Land, at no cost to Friendswood (except for certain conduits, where applicable, and except as hereinafter provided) upon Friendswood's representation that Said Land is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structure, 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.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat of Said Land as such plat exists at the execution of the agreement for underground electric service between the electric company and Friendswood 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 Said Land, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Friendswood has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

182-21-1294

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

Executed on the date of the acknowledgement shown below, but effective July 1, 1987, which shall be the date of this instrument for all purposes.

ATTEST: FRIENDSWOOD DEVELOPMENT COMPANY

Mary C Baker
Mary C. Baker
Assistant Secretary

By: W. S. Gibbons
W. S. Gibbons
Vice President

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STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 1, 1987, 1987, by W. S. Gibbons, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Judy Matthews
Notary Public, State of Texas

My commission expires: _____

JUDY MATTHEWS
Notary Public in and for State of Texas
My Commission Expires 11-1-88.

BAM:jm
SD-5
5/22/87

RETURN TO:
Friendswood Development Company
Mary C. Baker Suits 840
P. O. Box 2567
Houston, Texas 77252-2567

ANY INSTRUMENT HEREIN WHICH REFERS TO THE SALE, RENTAL, OR OTHER INTEREST IN REAL PROPERTY BECAUSE OF COLOR OF RACE IS VOID 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 _____

JUN 3 1987



R. L. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
JUN 3 3 13 PM '87

Christine ...
COUNTY CLERK

ANNEX MO03941

JAN 13 1989

ANNEXATION TO DECLARATION RESIDENTIAL PROJECT

137-69-0046

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

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY ("Friendswood") as Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979 (the "Declaration"), applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas: and

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, Copperfield Southdown Village, Section One, was subjected to the plan of development described in said Declaration and placed within the jurisdiction of Southdown Village Community Association, Inc. (the "Association"); and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land into the Association and subject such land to the terms and conditions of the Declaration: and

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WHEREAS, Article V, Section 4 of the Declaration provides a Front Street Property Line Setback requirement for houses, and Friendswood reserved the right to modify this setback requirement for any additional land made subject to the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for the Lots and Commercial Units in the land subject to the Declaration; and

WHEREAS, in Article V, Section 22 of the Declaration, the right was reserved in Declarant to modify and change the conditions contained in Article V of the Declaration for any additional land made subject to the Declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the property subject to the Declaration; and

WHEREAS, certain additional land has previously been added and annexed and subjected to the Declaration by instruments recorded in the Official Public Records of Real Property of Harris County, Texas as follows:

Clerk's File No.	Film Code Reference
J161604	060-84-0500
J245073	065-88-2125
J239612	065-81-2287
J279637	067-92-1641
K093478	019-68-1540
K471198	042-72-0802
K748842	059-69-1606
L154017	182-21-1291
L810578	125-69-1267

FILED
JAN 9 2 39 PM '89
County Clerk
HARRIS COUNTY, TEXAS

WHEREAS, Friendswood now desires to add and annex certain additional land and thereby subject such land to the Declaration and to modify and change certain restrictions of use recited in Article V of the Declaration for such additional land;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land ("Said Land") is hereby added and annexed into the Association and thereby subjected to the Declaration, in accordance with the terms and conditions of the Declaration, to wit:

All of Copperfield Southdown Village, Section Seven, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 342, Page 98 of the Map Records of Harris County, Texas.

Said Land is part of the referenced plat that has been duly filed for record in the Map Records of Harris County, Texas, and is part of the area designated by Friendswood as Copperfield Southdown Village.

2. Article V, Section 13 of the Declaration is modified to provide that within Said Land, but only within Said Land, the maintenance obligations imposed on the Owner of each Lot are enlarged to include those strips or parcels of land abutting each Owner's lot or lots and located between Owner's property line and the edge of the curb on the adjacent street.
3. Article V, Section 4 of the Declaration is modified to provide that within Said Land, but only within Said Land, the Front Street Property Line Setback for houses located in all or in part on the turnaround of a cul-de-sac shall be twenty (20) feet as shown on the recorded plat of Said Land referenced above.
4. An electric distribution system will be installed in Said Land, in a service area that will embrace all of the Lots which are platted in Said Land. In the event that there are constructed within Said Land structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the service area shall embrace 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 or developer thereof, 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 service cable and appurtenances from the point of the 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. Friendswood has either by designation on the plat of Said Land 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 and developer thereof, 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 service is maintained in Said Land, the electric service to each dwelling unit therein shall be 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 electric distribution system in Said Land, at no cost to Friendswood (except for certain conduits, where applicable, and except as hereinafter provided) upon Friendswood's representation that Said Land is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structure, 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.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat of Said Land as such plat exists at the execution of the agreement for electric service between the electric company and Friendswood 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 Said Land, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless

Friendswood has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

- 5. Friendswood has determined that each modification to the Declaration made by this Annexation instrument, in Friendswood's judgment, will result in a more common beneficial use and enhance the overall development plan for the land subject to the Declaration.

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

Executed and effective on the date of the acknowledgment shown below, which shall be the date of this instrument for all purposes.

FRIENDSWOOD DEVELOPMENT COMPANY

By: Robert F. Bradley
Robert F. Bradley
Vice President

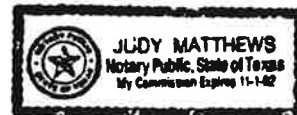
OK FORM MBW
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OK CCNT. MCB

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 3, 1989, Robert F. Bradley, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Judy Matthews
Notary Public, State of Texas

My commission expires: _____



BAM:egb
SD-7

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 9 1989



Pete Lohman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Ret. to:
Friendswood Development Co.
P.O. Box 2567
Houston, TX 77252-2567

Annex

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06/03/87 00004454 L154017 \$ 9.00

ANNEXATION TO DECLARATION

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

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY ("Friendswood") as Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979 (the "Declaration"), applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and

W

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

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WHEREAS, by the terms of said Declaration, Copperfield Southdown Village, Section One, was subjected to the plan of development described in said Declaration and placed within the jurisdiction of Southdown Village Community Association, Inc. (the "Association"); and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land into the Association and subject such land to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for the Lots and Commercial Units in the land subject to the Declaration; and

WHEREAS, in Article V, Section 22 of the Declaration, the right was reserved in Declarant to modify and change the conditions contained in Article V of the Declaration for any additional land made subject to the Declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the property subject to the Declaration; and

WHEREAS, certain additional land has previously been added and annexed and subjected to the Declaration by instruments recorded in the Official Public Records of Real Property of Harris County, Texas as follows:

<u>Clerk's File No.</u>	<u>Film Code Reference</u>
J161604	060-84-0500
J245073	065-88-2125
J239612	065-81-2287
J279637	067-92-1641
K093478	019-68-1540
K471198	042-72-0802
K748842	059-69-1606

WHEREAS, Friendswood now desires to add and annex certain additional land and thereby subject such land to the Declaration and to modify and change certain restrictions of use recited in Article V of the Declaration for such additional land;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

- 1. The following described land ("Said Land") is hereby added and annexed into the Association and thereby subjected to the Declaration, in accordance with the terms and conditions of the Declaration, to wit:

All of Copperfield Southdown Village, Section Five, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 338, Page 122 of the Map Records of Harris County, Texas.

Said Land is part of the referenced plat that has been duly filed for record in the Map Records of Harris County, Texas, and is part of the area designated by Friendswood as Copperfield Southdown Village.

- 2. Article V, Section 13 of the Declaration is modified to provide that within Said Land, but only within Said Land, the maintenance obligations imposed on the Owner of each Lot are enlarged to include those strips or parcels of land abutting each Owner's Lot or Lots and located between Owner's property line and the edge of the curb on the adjacent street.
- 3. Article V, Section 4 of the Declaration is modified to provide that within Said Land, but only within Said Land, the Front Street Property Line Setback for houses located in all or in part on the turnaround of a cul-de-sac shall be twenty (20) feet as shown on the recorded plat of Said Land referenced above.
- 4. Friendswood has determined that each modification to the Declaration made by this Annexation instrument, in Friendswood's judgment, will result in a more common beneficial use and enhance the overall development plan for Said Land.
- 5. An underground electric distribution system will be installed in Said Land, in an underground service area that will embrace all of the Lots which are platted in Said Land. In the event that there are constructed within Said Land structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area shall embrace 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 or developer thereof, 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 the 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

Annexation to Declaration - 2 -

electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Friendswood has either by designation on the plat of Said Land 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 and developer thereof, 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 Said Land, 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 Said Land, at no cost to Friendswood (except for certain conduits, where applicable, and except as hereinafter provided) upon Friendswood's representation that Said Land is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structure, 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.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat of Said Land as such plat exists at the execution of the agreement for underground electric service between the electric company and Friendswood 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 Said Land, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Friendswood has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

182-21-294

Annexation to Declaration - 3 -

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

Executed on the date of the acknowledgement shown below, but effective July 1, 1987, which shall be the date of this instrument for all purposes.

ATTEST: Mary C. Baker
 Mary C. Baker
 Assistant Secretary

FRIENDSWOOD DEVELOPMENT COMPANY

By: W. S. Gibbons
 W. S. Gibbons
 Vice President

STATE OF TEXAS §
 COUNTY OF HARRIS §

100

O K FORM msw
 O K TRANS. BAM
 O K CONT. msw

This instrument was acknowledged before me on June 1, 1987, 1987, by W. S. Gibbons, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Judy Matthews
 Notary Public, State of Texas
 My commission expires: _____

JUDY MATTHEWS
 Notary Public in and for State of Texas
 My Commission Expires 11-1-88.

BAM:jm
SD-5
5/22/87

RETURN TO:
Friendswood Development Company
Mary C. Baker Suite 840
P. O. Box 2567
Houston, Texas 77252-2567


ANY INSTRUMENT HEREIN WHICH RESTRICTS THE SALE, RENTAL OR LEASE 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

FILED
 JUN 3 3 13 PM '87
Opalita Rodriguez
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

JUN 3 1987
Opalita Rodriguez
 COUNTY CLERK
 HARRIS COUNTY, TEXAS



LS10578

RESIDENTIAL

ANNEXATION TO DECLARATION

125-69-1267

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

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY ("Friendswood") as Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979 (the "Declaration"), applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, Copperfield Southdown Village, Section One, was subjected to the plan of development described in said Declaration and placed within the jurisdiction of Southdown Village Community Association, Inc. (the "Association"); and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land into the Association and subject such land to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 4 of the Declaration provides a Front Street Property Line Setback requirement for houses, and Friendswood reserved the right to modify this setback requirement for any additional land made subject to the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for the Lots and Commercial Units in the land subject to the Declaration; and

WHEREAS, in Article V, Section 22 of the Declaration, the right was reserved in Declarant to modify and change the conditions contained in Article V of the Declaration for any additional land made subject to the Declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the property subject to the Declaration; and

WHEREAS, certain additional land has previously been added and annexed and subjected to the Declaration by instruments recorded in the Official Public Records of Real Property of Harris County, Texas as follows:

<u>Clerk's File No.</u>	<u>Film Code Reference</u>
J161604	060-84-0500
J245073	065-88-2125
J239612	065-81-2287
J279637	067-92-1641
K093478	019-68-1540
K471198	042-72-0802
K748842	059-69-1606
L154017	182-21-1291

WHEREAS, Friendswood now desires to add and annex certain additional land and thereby subject such land to the Declaration and to modify and change certain restrictions of use recited in Article V of the Declaration for such additional land;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land ("Said Land") is hereby added and annexed into the Association and thereby subjected to the Declaration, in accordance with the terms and conditions of the Declaration, to wit:

All of Copperfield Southdown Village, Section Six, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 341, Page 59 of the Map Records of Harris County, Texas. D

Said Land is part of the referenced plat that has been duly filed for record in the Map Records of Harris County, Texas, and is part of the area designated by Friendswood as Copperfield Southdown Village.

2. Article V, Section 13 of the Declaration is modified to provide that within Said Land, but only within Said Land, the maintenance obligations imposed on the Owner of each Lot are enlarged to include those strips or parcels of land abutting each Owner's Lot or Lots and located between Owner's property line and the edge of the curb on the adjacent street.
3. Article V, Section 4 of the Declaration is modified to provide that within Said Land, but only within Said Land, the Front Street Property Line Setback for houses located in all or in part on the turnaround of a cul-de-sac shall be twenty (20) feet as shown on the recorded plat of Said Land referenced above.
4. An electric distribution system will be installed in Said Land, in a service area that will embrace all of the Lots which are platted in Said Land. In the event that these are constructed within Said Land structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the service area shall embrace 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 or developer thereof, 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 service cable and appurtenances from the point of the 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. Friendswood has either by designation on the plat of Said Land 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 and developer thereof, 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 service is maintained in Said Land, the electric service to each dwelling unit therein shall be 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 electric distribution system in Said Land, at no cost to Friendswood (except for certain conduits, where applicable, and except as hereinafter provided) upon Friendswood's representation that Said Land is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structure, 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.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat of Said Land as such plat exists at the execution of the agreement for electric service between the electric company and Friendswood 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 Said Land, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless

Friendswood has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

- 5. Friendswood has determined that each modification to the Declaration made by this Annexation instrument, in Friendswood's judgment, will result in a more common beneficial use and enhance the overall development plan for the land subject to the Declaration.

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

Executed and effective on the date of the acknowledgment shown below, which shall be the date of this instrument for all purposes.

FRIENDSWOOD DEVELOPMENT COMPANY

By Michael F. Mancivalan

~~Robert F. Bradley~~ Michael F. Mancivalan
Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

OK
FORM
OK
TRANS.
OK
CONT.

8/18/88 This instrument was acknowledged before me on 8/18/88 by Michael F. Mancivalan ~~Robert F. Bradley~~, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

FILED
AUG 19 1 58 PM '88
Quita Saldiver
COUNTY CLERK
HARRIS COUNTY, TEXAS

Judy Matthews
Notary Public, State of Texas

My commission expires JUDY MATTHEWS
Notary Public for State of Texas
My Commission Expires 11-1-88

BAM:egb
SD-6

RETURN TO:
Friendswood Development Company
Mary E. Baker Suite 840
P. O. Box 2887
Houston, Texas 77252-2867

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOIDED 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



AUG 19 1988

Quita Saldiver
COUNTY CLERK
HARRIS COUNTY, TEXAS

J245073
11/21/83

ANNEXATION TO DECLARATION

STATE OF TEXAS I
 I KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF HARRIS I

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY (hereinafter called "Friendswood") executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Southdown Village, Section One, dated June 11, 1979, (hereinafter called the "Declaration") applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G131238 and recorded under Film Code No. 131-91-0486, refiled under County Clerk's File No. G181206 and re-recorded under Film Code No. 135-82-1364 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302041 and recorded under Film Code No. 142-97-1482 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, said property was placed within the jurisdiction of Southdown Village Community Association, Inc.; and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land under the jurisdiction of said Association and make such land added or annexed thereto subject to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 13 of the Declaration provides for the maintenance requirements for each of the lots in Copperfield Southdown Village, Section One.

WHEREAS, in Article V, Section 22 of the Declaration Declarant reserves the right to modify and change the conditions contained in Article V for any additional land made subject to this Declaration.

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land (hereinafter called "Said Land") is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Southdown Village Community Association, Inc., in accordance with the terms and conditions of the Declaration, to wit:

All of Copperfield Southdown Village, Section Four, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 320, Page 142 of the Map Records of Harris County, Texas, save and except Unrestricted Reserve "A", Unrestricted Reserve "B", Unrestricted Reserve "C", Unrestricted Reserve "D", Unrestricted Reserve "E", Unrestricted Reserve "F", and Unrestricted Reserve "G". *lu*

2. The Declaration is modified to provide that within Said Land, the maintenance obligation imposed on Owner as provided in Article V, Section 13, is enlarged to include those strips or parcels of land abutting Owner's Lot or Lots located between Owner's property line and the edge of the curb on the adjacent street.

Patrick J. Karr
Patrick J. Karr

Date: 9-27-83

STATE OF TEXAS I
 X
COUNTY OF HARRIS X

This instrument was acknowledged before me on 9-28, 1983
by Patrick J. Karr.

Susan A. Love
Notary Public in and for
the State of Texas
SUSAN A. LOVE
Notary Public in and for State of Texas
My Commission Expires May 11, 1986

Steven L. Johnson
Steven L. Johnson

Date: September 28, 1983

STATE OF TEXAS I
 X
COUNTY OF HARRIS X

This instrument was acknowledged before me on 9-28-83, 1983
by Steven L. Johnson.

Susan A. Love
Notary Public in and for
the State of Texas
SUSAN A. LOVE
Notary Public in and for State of Texas
My Commission Expires May 11, 1986

Richard H. Buday
Richard H. Buday

Date: 9.29.1983

STATE OF TEXAS I
 X
COUNTY OF HARRIS X

This instrument was acknowledged before me on 9-29, 1983
by Richard H. Buday.

Susan A. Love
Notary Public in and for
the State of Texas
SUSAN A. LOVE
Notary Public in and for State of Texas
My Commission Expires May 11, 1986

~~PLEASE RETURN TO:
Friendswood Development Company
C. G. Kison
P. O. Box 2567
Houston, Texas 77001~~

Keep for Pick-up

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

EXECUTED this 13th day of December, 1983.

ATTEST:

FRIENDSWOOD DEVELOPMENT COMPANY

C. G. Kelson
C. G. Kelson
Assistant Secretary

By Robert F. Bradley
Robert F. Bradley
Vice President

OK
FORM
OK
TRANS
OK
CONT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on December 13, 1983, by Robert F. Bradley, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Rebecca A. Walker
Notary Public, State of Texas
My commission expires: _____

REBECCA A. WALKER
Notary Public in and for Harris County, Texas
My Commission Expires: 2-19-84

FILED

1983 DEC 14 PM 1:34

Quita Roddenberry
COUNTY CLERK
HARRIS COUNTY, TEXAS

400 D FOIL PICKUP

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

DEC 14 1983



Quita Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS