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S237731

COMMONWEALTH LAND TITLE COMPANY OF HOUSTON

511-07-3466

AFFT

RETURN TO BOYD UNIT
COMMONWEALTH LAND TITLE
5847 SAN FELIPE #4000
HOUSTON, TEXAS 77057
SPECIAL TOLSH

AFFIDAVIT

12/09/96 200315453 S237731

\$43.00

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANKLIN C. JONES, III, OF J-W BUILDERS, A LIMITED PARTNERSHIP, WHO AFTER BEING DULY SWORN, UPON OATH DEPOSES AND SAYS:

1. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTERS PARK GARDEN HOMES WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FILE NO. R000661. AT THE TIME OF FILING EXHIBIT "A" THROUGH SCRIVNERS ERROR HAD AN INCOMPLETE LEGAL DESCRIPTION.(CORRECT LEGAL ON EXHIBIT A-1)
2. THE DECLARATION OF COVENANTS, CONDITONS, RESTRICTIONS AND EASEMENTS TITLED ON PAGE ONE AS "HUNTERS PARK ADDITION" SHOULD HAVE BEEN " HUNTERS PARK GARDEN HOMES". ALL REFERENCES TO " HUNTERS PARK ADDITION" IN THE ATTACHED CERTIFIED COPY SHALL BE AMENDED TO BE "HUNTERS PARK GARDEN HOMES".
3. THIS AFFIDAVIT IS BEING MADE IN ORDER TO REFILE A CERTIFIED COPY OF THE DOCUMENT FROM THE COUNTY CLERK OF HARRIS COUNTY AND TO AMEND THE LEGAL DESCRIPTION AS DESCRIBED IN ITEM # 1 ABOVE AND TO AMEND THE TITLE OF THE SUBDIVISION AS DESCRIBED IN ITEM # 2 ABOVE.

43

EXECUTED THIS THE 5TH DAY OF DECEMBER, 1996.

J-W BUILDERS, LTD., A TEXAS LIMITED PARTNERSHIP

BY: ^{JK} FCJ HOMES, INC., A TEXAS CORPORATION, GENERAL PARTNER

JW Rose

BY: *Franklin C. Jones III*
FRANKLIN C. JONES III
PRESIDENT

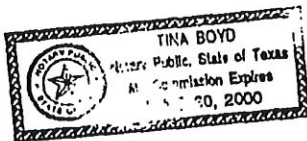
FILED

96 DEC -9 PM 3:06

Franklin C. Jones III
COUNTY CLERK
HARRIS COUNTY, TEXAS

511-07-3467

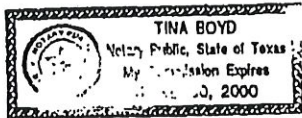
SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID FRANKLIN C. JONES, III, AS GENERAL PARTNER OF J-W BUILDERS AND AS PRESIDENT OF FCJ HOMES, INC., A TEXAS CORPORATION, THIS THE 5 DAY OF DECEMBER, 1996



Tina Boyd

NOTARY PUBLIC STATE OF TEXAS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 5TH DAY OF DECEMBER, BY FRANKLIN C. JONES, III, PRESIDENT OF FCJ HOMES, INC., A TEXAS CORPORATION, GENERAL PARTNER OF J-W BUILDERS, LTD., A TEXAS LIMITED PARTNERSHIP ON BEHALF OF SAID LIMITED PARTNERSHIP., THIS THE 5th DAY OF DECEMBER, 1996.



Tina Boyd

NOTARY PUBLIC STATE OF TEXAS

511-07-3468

SENT BY LIOGUE, L. SAPP, ZIVLEY 1 7- 3-81 3:10PM LIOGUE, L. SAPP, ZIVLEY

LOUISIANA HEALTH LAND TITLE COMPANY OF HOUSTON

1734745

1841622

RESTRICTIONS AND COVENANTS IN HUNTER'S PARK ADDITION

RC00661

In the desire of J-W BUILDERS, LTD., a Texas limited partnership (the "Partnership") to place restrictions, covenants, conditions, stipulations and reservations upon and against such property owned by them, and herein referred to as the HUNTER'S PARK development in Houston, Harris County, Texas.

NOW, THEREFORE, BE IT RECOGNIZED, That the restrictions and covenants hereinafter set out shall be, and do hereby are, made applicable to property located in Houston, Harris County, Texas more particularly described in the attached Exhibit "A" (the "Property") incorporated herein and made a part hereof for all purposes.

RESTRICTIONS

For the purpose of creating and carrying out a uniform scheme of development for the improvement and sale of HUNTER'S PARK, which has been made as Addition in Harris County, Texas by proper recordation of a plat in the Real Property Records of Harris County, Texas, the Partnership, as the developer, desires to restrict the use and the development of the Property in order to insure that it will be developed in a uniform, harmonious manner:

NOW, THEREFORE, the Partnership does hereby impose the following restrictions on said Property which shall continue covenants running with the land, and shall inure to the benefit of the Partnership, its successors and assigns, and any one of said beneficiaries shall have the right to enforce such restrictions using whatever legal or equitable method is deemed advisable; and if any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

GENERAL RESTRICTIONS

(1) These restrictions shall be effective until January 1, 2019, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square feet area within the Lots (hereinafter defined) in HUNTER'S PARK, may release all of the Lots hereby restricted from any one or more of said restrictions, or may release any Lot from any restriction imposed hereby on either January 1, 2019, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing same for record in the Real Property Records of Harris County, Texas, at any time prior to January 1, 2014, or at any time prior to five years preceding the expiration of any successive ten (10) year period thereafter. Notwithstanding the foregoing, in no event shall the restrictions evidenced hereby extend beyond twenty-one (21) years (not one day) after the death of the last survivor of all presently living descendants of George Bush, Former President of the United States of America.

The term "Lots" as used herein shall mean and refer to the fourteen (14), single-family residential lots subdivided within the Property as reflected on the plat ("Plat") thereof filed for record in the Map Records of Harris County, Texas under Film Code No. 336004. The term "Lot" shall mean and refer to any one of the Lots.

(2) The Property shall be used for residence purposes only and no home may, exceed two (2) stories in height. No improvements of any character shall be erected or maintained, or the erection thereof begun or stages made in the exterior design thereof until complete plans and specifications, including a plot plan, have been submitted to and approved in writing by the Partnership; provided however, the Partnership shall not unreasonably withhold or deny such consent if the improvements reflected on such plans and specifications are generally architecturally compatible with the then existing residences within HUNTER'S PARK. The Partnership shall THIS DOCUMENT IS BEING REFILED TO ATTACH EXHIBIT "A" AND TO REINSTATE PARAGRAPH (2), EXHIBIT "B". AN INSTRUMENT WAS FILED UNDER SEPARATE DOCUMENT.

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

A CERTIFIED COPY

ATTEST: AUG 01 1994 BEVERLY B. KAUFMAN, County Clerk Harris County, Texas

Kay J. Arnold Deputy KAYLA J. ARNOLD

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A CERTIFIED COPY

NOV 19 1996 ATTEST: BEVERLY B. KAUFMAN, County Clerk Harris County, Texas

Deputy

511-07-3469

001-52-3399

186-74-2509

500-51-3240

have one (1) week after receiving such plans or specifications to advise the parties submitting the same whether the same have been disapproved (filing which the same shall be approved for all purposes. The Partnership may elect to assign its review and approval rights hereunder to the Association (hereinafter defined) and shall evidence the same in a writing filed in the Real Property Records of Harris County, Texas.

(3) The terms "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses, mobile homes and apartment houses, and to exclude commercial and professional uses; and any such usage of the Property is hereby expressly prohibited.

(4) The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections, and every other permanent part of the improvements except roofs.

(5) No garage or outbuilding on the Property shall be used as a residence or living quarters, except by servants engaged on the premises.

(6) No garage or servant's house shall be erected on any Lot with roof or outside walls of material or color different from those used in house or residence erected on such Lot, except with the written consent of the Partnership.

(7) No trash, ashes or other refuse may be thrown or dumped on any Lot.

(8) No building material of any kind or character shall be placed or stored upon the Property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and Lot line.

(9) Grass, weeds, and vegetation on each Lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive condition. Trees, shrubs, vines and plants which die shall be promptly removed from the Property. Until a home or residence is built on a Lot, the Partnership, may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the Property, and the owner of such Lot shall be obligated to pay for the cost of such work.

(10) No fence, wall, or hedge shall be placed on any Lot nearer to any street than is permitted for the house on said Lot, except with the written consent of the Partnership; no fence, wall or hedge shall be placed on any portion of the site higher than seven (7) feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Partnership and such encroachment is wholly at the risk of the owner.

(11) No signs, billboards, posters, or advertising devices of any character shall be erected in HUNTER'S PARK without the written consent of the Partnership; such permission shall be revocable at any time.

(12) No boats, trailers, house trailers, trucks, motor homes, mobile homes, or junk of any kind or character, or any accessories, parts or objects to be used therewith, shall be kept, repaired, or work done thereon, on any Lot nearer to the front or side street than the front or side set back lines (respectively) for the house or residence.

(13) No privy, cesspool, septic tank, or disposal plant shall be erected or maintained on any part of HUNTER'S PARK.

(14) No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on HUNTER'S PARK without

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A CERTIFIED COPY

ATTEST: AUG 01 1994

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
KAYLA J. ARNOLD Deputy

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A CERTIFIED COPY

ATTEST: NOV 19 1996

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Finola Marie Corcoran
FINOLA MARIE CORCORAN Deputy

511-07-3470

COI-52-3400

UNAMM

the written consent of the Partnership and/or the City of Houston; provided, however, that this restriction shall never prohibit excavations for the purpose of constructing retaining walls for the use with a residence constructed on a Lot upon the approval by the Partnership of plans and specifications for same.

156-74-2510

(15) Violations of any restrictions, conditions or covenants hereto shall give the Partnership the right, but without obligations so to do, to enter upon property where such violations exist and summarily abate or remove the same at the expense of the owner, and such entry and abatement of removal shall not be deemed a trespass.

(16) Building set back lines for each Lot are reflected on the Plat.

(17) If garage, servant's quarters, house, or other outbuilding is made an integral part of the residence, or is connected thereto, in a manner approved by the Partnership, the same shall be considered part of the residence on each Lot for the purposes of compliance with setback distances from front and sides of Lot. When the garage is situated as aforesaid, garage doors shall not open toward any street except with the written consent of the Partnership.

(18) Houses or residences constructed shall have a minimum square footage of 2,000 square feet, not including garage areas, porches, or docks.

(19) All homes in HUNTER'S PARK will face the private street to be constructed therein and all access to and from any home to and from Wirt Road shall be via said private street, except that the homes built in Lots 11 and 12 may face Reserve A shown on the Plat.

AIR CONDITIONING UNITS;
ACCESS BASEMENT FOR LOTS 11 AND 12

(1) The Owner of each Lot (for purposes of this paragraph (1), a "Utilizing Owner") shall have the right to locate within the building set back area of the immediately adjacent Lot a ground-mounted air conditioning unit and related equipment and facilities which are used in providing heating, ventilation and air conditioning to the house constructed by the Utilizing Owner on its Lot and there is hereby created an easement over and on the building set back area of each Lot therefor, which easement shall also entitle the Utilizing Owner to enter the building set back area for the purpose of installing, maintaining, repairing and replacing such equipment and facilities. Each Utilizing Owner shall be responsible for any and all damage, loss, liability, cost or expense suffered or incurred by the Owner of the adjacent Lot so utilized and shall promptly repair any and all damage to the surface of the Lot caused by such installation, maintenance, repair or replacement.

(2) There is hereby created an easement over, on and along that portion of Lot 10 described on Exhibit "B" attached hereto and made part hereof (the "Access Easement") for the benefit of the Owners from time to time of Lots 11 and 12 for the purpose of providing vehicular and pedestrian ingress and egress to and from Lots 11 and 12, respectively, to the private road within HUNTER'S PARK, which easement shall be deemed to run with Lot 10 and be binding upon all Owners from time to time thereof. The Access Easement shall be used solely for providing ingress and egress to Lots 10, 11, and 12 and there shall be constructed and maintained thereon a hard surface driveway (concrete, asphalt or other similar surface) sufficient to accommodate vehicular traffic. Owners of Lots 10, 11, and 12 shall share in equal proportions the costs of maintaining and repairing the driveway on the Access Easement, and such Owners shall be personally liable to one another for the costs and expenses so incurred during the period of ownership of its Lot.

500-51-3211

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

A CERTIFIED COPY

ATTEST: AUG 01 1994
BEVERLY B KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold Deputy
KAYLA J. ARNOLD

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A CERTIFIED COPY

ATTEST: NOV 19 1996
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Frank Angel Cordova Jr. Deputy
FRANK ANGEL CORDOVA JR

511-07-3472
COT-52-3402

vote on behalf of the members having an ownership interest in such Lot, then some of such members shall be allowed to vote. All members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy.

(3) The first annual meeting of the members of the Association shall be held within 60 days after the first to occur of the expiration of ten (10) years following the date hereof or the filing of the Revocation Notice, when called by either the Appointed Board or the Partnership, upon no less than ten (10) and no more than fifty (50) days' prior written notice to the members. The First Elected Board shall be elected at the first annual meeting of the members of the Association. Thereafter, annual and special meetings of the members of the Association shall be held at such place and time and on such dates as shall be specified in the By-laws. The Partnership may convene a special meeting of the Members of the Association at any time and from time to time prior to the first annual meeting of the Members of the Association for such purposes as the Partnership may deem appropriate.

(6) In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between or among owners, the Board and/or the Association, including appointment of committees to consider and recommend resolution of any such disputes.

(7) Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

(8) In accordance with the By-laws, the Board shall elect, at least annually, a President, one or more Vice Presidents, a secretary, a Treasurer and such other officers and auxiliary officers as it may designate. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association. The President shall have all the general powers and duties which are usually vested in the office of president of an association. The Secretary shall keep all the minutes of all meetings of the Board and the minutes of all meetings of the Association, and shall be in charge of such books and papers as the Board may direct. The Secretary shall keep and update a complete list of members, showing opposite each member's name the number of the Lot owned by such member. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board. The Appointed Board or the Partnership shall appoint a President, one or more Vice Presidents, a Secretary and a Treasurer to serve in such capacities until the first annual meeting of the members of the Association shall be held. At the first annual meeting of the members of the Association, the First Elected Board shall elect a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as it may designate; thereafter, the Board shall elect officers at least annually, in accordance with the by-laws of the Association.

(9) Each Lot shall be subject to an annual maintenance charge in an amount to be set by the Partnership or Appointed Board, and thereafter shall be set by the Board. The amount of the annual maintenance charge for each Lot may be increased or decreased by the Board from time to time. However, if any such charge increases the annual maintenance charge by more than twenty percent (20%) of the amount of annual maintenance charge prior to such change, the change must be approved by a majority of the members present at a duly called meeting. The annual maintenance charge and any special assessments provided for herein shall be uniform as to each Lot on a Lot by Lot basis, and shall not be based on the size of each Lot or number of square feet contained therein.

(10) Notwithstanding anything to the contrary contained herein, until the election of the First Elected Board, the Partnership shall not be responsible for payment of the annual maintenance charge with respect to Lots owned by the Partnership.

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A CERTIFIED COPY

AUG 01 1994

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold Deputy
KAYLA J. ARNOLD

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ATTEST: NOV 19 1996

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Frank Angel Cordova Jr. Deputy
FRANK ANGEL CORDOVA JR.

195-74-251
001-52-340

(11) In the event that an owner fails to pay his share of the amount assessed on or before the date set at the meeting for said assessments to be due and payable, such assessment shall be delinquent, and together with interest at the maximum lawful rate thereon, attorney's fees, court costs and other costs of collection thereof, be secured by a continuing lien on the property in HUNTER'S PARK owned by the delinquent owner, and such delinquent assessment shall be a personal obligation of the delinquent owner enforceable at law, which lien and right of action shall run in favor of the Association. If the delinquent assessment is not paid within thirty (30) days after the date it becomes due and payable, the assessment shall bear interest at the maximum rate allowed by applicable state or federal law, and the Association may bring such action to enforce payment thereof and/or foreclosure of the lien against the property in HUNTER'S PARK owned by the delinquent owner, and thereafter may recover any deficiency; provided, however, the foregoing liens shall be subordinate and inferior to the liens and security interests granted by owners in connection with the acquisition of their lots or the construction of improvements thereon.

Executed at Houston, Harris County, Texas, on this the 1st day of March 1994.

J-W BUILDERS, LTD., a Texas limited partnership

By: PCJ HOMES, INC., a Texas corporation, General Partner

By: *Franklin C. Jones, II*
Franklin C. Jones, II
President

The undersigned, by its execution herebelow, hereby subordinates all liens and security interests held by it in and to the property described in the exhibits attached hereto to the restrictions herein above contained.

HERITAGE BANK

By: *Ver Beaudet Robbin*
Name: Ver Beaudet Robbin
Title: Ver Beaudet Robbin

500-51-324
511-07-3473

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ATTEST: AUG 01 1994
BEVERLY H KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
Deputy
KAYLA J. ARNOLD

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ATTEST: NOV 19 1996
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Frank Angel Cordova Jr.
Deputy
FRANK ANGEL CORDOVA JR.

EXHIBIT 'A'

196-74-2515

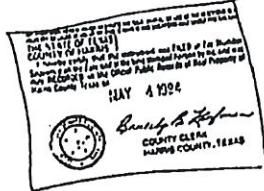
TRACT I:

Lot ELEVEN (11), in Block ONE (1), of HUNTERS PARK GARDEN HOMES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Film Code No. 356-004 of the Map Records of Harris County, Texas.

TRACT II:

Rights in and to the restricted common open space and courtyard referenced as Reserve A of Hunters Park Garden Homes, a subdivision in Harris County, Texas filed for record under Film Code No. 354004 and in instrument filed for record under Harris Clerk's File No. 7731715 and that certain access easement over and across Lot 10 of Hunters Park Garden Homes, a subdivision in Harris County Texas filed for record under Film Code No. 356004 and as set out more particularly described in instrument filed for record under Harris Clerk's File No. 7731715.

500-51-3246



511-07-3475

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ATTEST: AUG 01 1994
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold, Deputy
KAYLA J. ARNOLD

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ATTEST: NOV 19 1996
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Frank Angel Cordova Jr., Deputy
FRANK ANGEL CORDOVA JR.

EXHIBIT "B"

500-51-3247

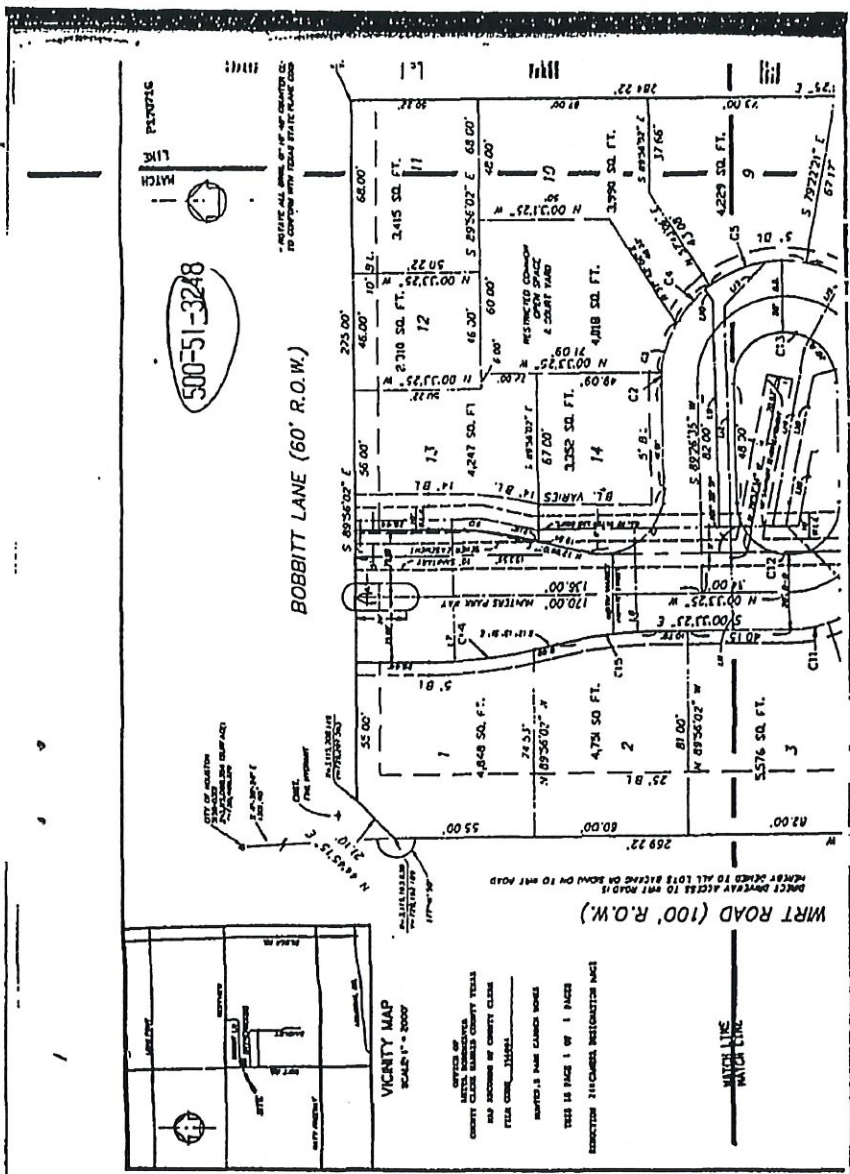
511-07-3476

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A CERTIFIED COPY

ATTEST: NOV 19 1996
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas.

Frank Angel Corrova Jr., Deputy
FRANK ANGEL CORROVA JR.

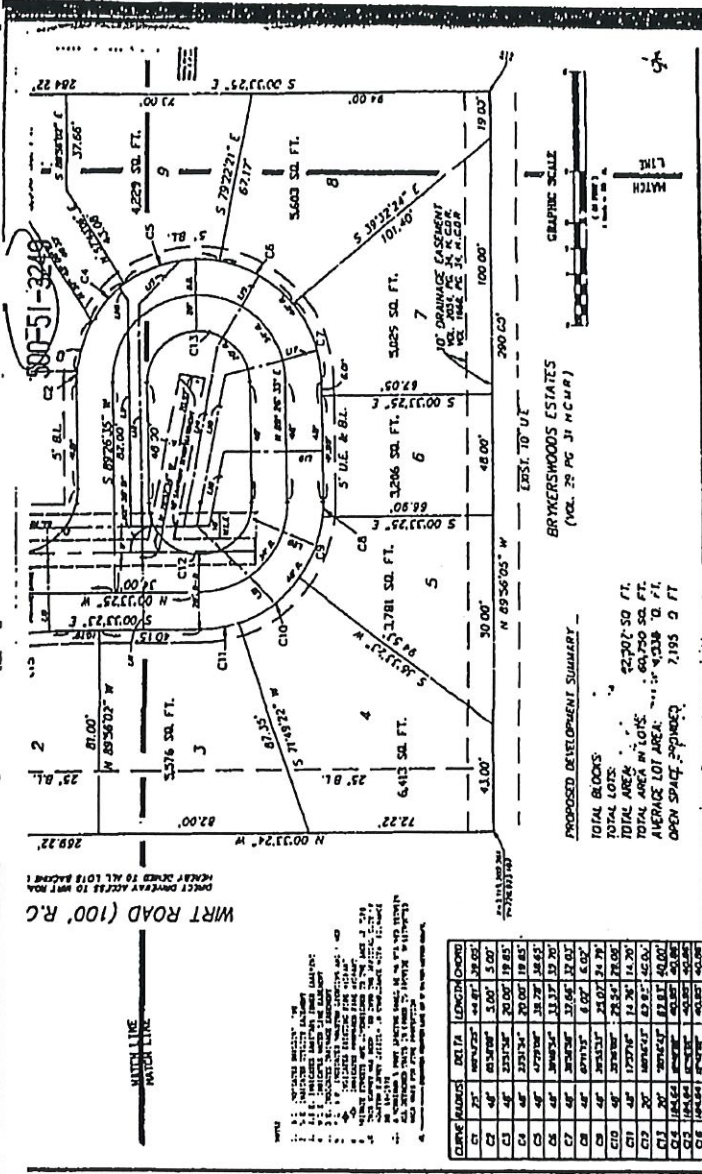


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 NOV 19 1996

ATTEST:
 BEVERLY B. KAUFMAN, County Clerk
 Harris County, Texas

Frank Angel Cordova Jr. Deputy
 FRANK ANGEL CORDOVA JR.



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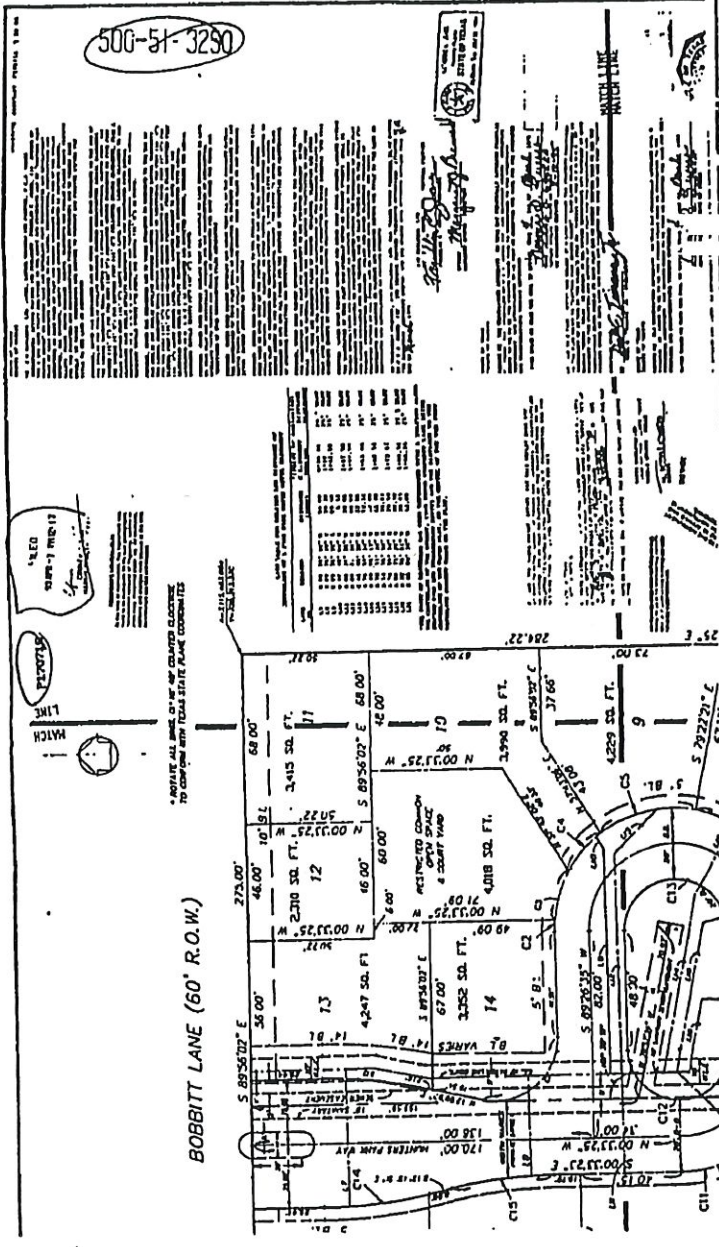
A CERTIFIED COPY

ATTEST: NOV 19 1996

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature] Deputy

500-51-3290



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ATTEST: NOV 19 1996
 BEVERLY B. KAUFMAN, County Clerk
 Harris County, Texas

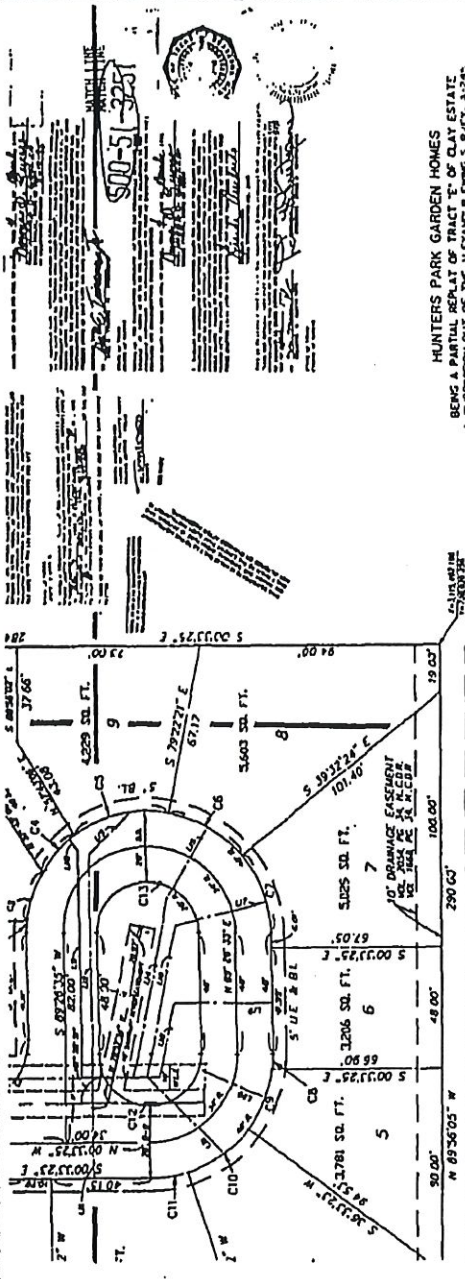
Land O. J. ... Deputy

51E07E3480

HUNTERS PARK GARDEN HOMES
BEING A PARTIAL REPLAT OF TRACT "C" OF CLAY ESTATE
A SUBDIVISION OUT OF THE ALLEGAN IN EMMING S. JR. ET AL, A-245
HARRIS COUNTY, TEXAS
AS RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS
ON 11/14/83
ON ATTACHED TO DEDICATE A PRIVATE STREET DEVELOPMENT
WITH 14 UNITS IN 1 BLOCK

PREPARED BY
COUNTY CLERK
HARRIS COUNTY
HARRIS COUNTY, TEXAS

Frank Angel Cordova Jr.



SHEET SUMMARY

1	1,206 SQ. FT.
2	1,206 SQ. FT.
3	1,206 SQ. FT.
4	1,206 SQ. FT.
5	1,206 SQ. FT.
6	1,206 SQ. FT.
7	1,206 SQ. FT.
8	1,206 SQ. FT.
9	1,206 SQ. FT.

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NOV 19 1996

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Frank Angel Cordova Jr. Deputy
FRANK ANGEL CORDOVA JR.

500-51-3252

511-07-3481

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A CERTIFIED COPY

AUG 01 1994

ATTEST:
 BEVERLY B. KAUFMAN, County Clerk
 Harris County, Texas

[Signature] Deputy
 8/1/94

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NOV 19 1996

ATTEST:
 BEVERLY B. KAUFMAN, County Clerk
 Harris County, Texas

[Signature] Deputy
 FRANK ANGEL CORDOVA JR.

500-51-3253

AFTER RECORDING
AMERICAN TITLE COMPANY
OF 308026-Z
DLOOR LGH

511-07-3482

This instrument is being refiled to attach Exhibit "B", but in all other respects remains the same.

FILED
9th AUG -8 PM 1:54
HARRIS COUNTY TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that the instrument was FILED in the Public
Records 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
AUG 8 1994
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recording, 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.

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

A CERTIFIED COPY
NOV 19 1996

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Frank Angel Cordova Jr
FRANK ANGEL CORDOVA JR
Deputy

EXHIBIT "A" -1

117-50-1753

All that certain tract of land containing 82,369.89 square feet of land out of Tract "E" of CLAY ESTATE, a subdivision out of the Alexander Ewing Survey, Abstract No. 245, Harris County, Texas, and being recorded in Volume 11, Page 71 of the Map Records of Harris County, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot One (1), Block One (1) of BRYKERWOODS ESTATES, as recorded in Volume 29, Page 31 of the Map Records of Harris County, Texas, and the Southwest corner of Tract "E" of CLAY ESTATES, and passing at 140.00 feet to a one (1)-inch iron pipe, and continuing in all a total distance of 290.00 feet to a one (1)-inch iron pipe marking the Southeast corner of the herein-described tract of land;

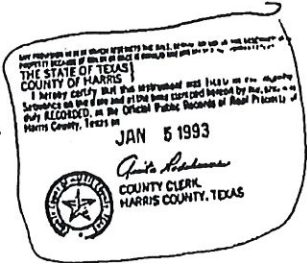
THENCE North 00°33'25" West, a distance of 284.22 feet to a one (1)-inch iron pipe being the Northeast corner of the herein-described tract of land, and being located on the South right-of-way line of Bobbitt Lane (60-foot public road);

THENCE North 89°56'05" West, along and with the South right-of-way of Bobbitt Lane, passing at 150.00 feet a one (1)-inch iron pipe, and continuing in all a total distance of 280.00 feet to a one-half (1/2)-inch iron rod for a cut-back corner of Wirt Road, and being the most North Northwest corner of the herein-described tract of land;

THENCE South 44°45'15" West, along said cut-back line of Wirt Road, a distance of 14.07 feet to a one-half (1/2)-inch iron rod located on the East right-of-way line of Wirt Road;

THENCE South 00°33'25" East, along and with the East right-of-way line of Wirt Road, a distance of 274.22 feet to the PLACE OF BEGINNING, and containing 82,369.89 square feet of land. NOW KNOWN AS HUNTERS PARK GARDEN HOMES.

511-07-3483



FILED
93 JAN -5 PM 3:32

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

CERTIFIED COPY

ATTEST: BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Deputy

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 Sequenced 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 9 1996



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS