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EL CARY ESTATES COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS: That this agreement, made this 4th day of June, 2026, by and among the parties hereto:

WHEREAS the parties hereto are the respective owners of contiguous and adjoining tracts of land containing in the aggregate 47.832 acres out of the Ritson Morris Survey in Harris County, Texas, fully described by metes and bounds in the deed from Mae Lusk, a femme sole, to Elmer E. Cary, recorded in Volume 2878, Page 481, of the Deed Records of Harris County, Texas, also known as the El Cary Estates Subdivision of Pasadena, Harris County, Texas; said tracts of land being more specifically described according to the map of said subdivision, recorded in Volume 47, Page 57, of the Map Records of Harris County, Texas:

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Block 1: Lots 1A through 12	Block 5: Lots 1 through 12
Block 2: Lots 1 through 25	Block 6: Lots 1 through 9
Block 3: Lots 1 through 20	Block 7: Lots 1 through 10
Block 4: Lots 1 through 12	Block 8: Lots 1 through 22

WHEREAS it is the desire of all the parties hereto to maintain and continue a uniform plan for the improvement, sale, and maintenance of property in said subdivision and, in consonance with, to supersede the covenants, conditions, and restrictions filed April 1, 2026, under Clerk's File No. RP-2026-123180 in the Deed Records of Harris County, Texas, signed March 14, 2026:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements of the parties hereto, each to the others as covenantors and covenantees and expressly for the benefit of, and to bind their successors in interest, the said parties agree as follows:

Current and future lot owners of record shall be bound by these amended and restated covenants, conditions, and restrictions without recourse to law or custom, as shall be their heirs, assigns, and designees.

ARTICLE I

All lots in the El Cary Estates Subdivision, except lots 11, 12, and 1A in block 1, shall be known and are herein described as residential lots. As to said lots 11, 12, and 1A in block 1, same may be used for business purposes. No structure shall be erected and placed on any residential building lot other than one (1) single-family dwelling not to exceed two (2) stories in height, a detached or attached private garage, and greenhouse, outbuildings, and the like. This provision shall not prevent the construction on any one (1) lot of a swimming pool and appurtenances or a barbeque pit. However, the El Cary Estates Improvement Association may construct a swimming pool and/or tennis court(s) and/or other desirable appurtenances thereto for community use on any lot(s) in blocks 2 through 8, (1) subject to the same

conditions and provisions contained in Article XIV herein and (2) subject to the acquiescence of the owners of the lots immediately contiguous and immediately facing.

The term "single-family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants, which shall be limited to a single nuclear family. For purposes of these restrictions, a single nuclear family shall be defined as persons related within the third degree of consanguinity or affinity either by blood or marriage as defined by Texas Government Code Chapter 573, living with not more than one (1) person who is not so related as a single household unit and no more than two household employees of such household unit. This single-family definition applies equally to both owner-occupied and tenant-occupied dwellings. The maximum number of occupants of any dwelling will be limited to two adults (18+) per dedicated bedroom.

No structure on any residential lot shall be rented by the owner thereof for transient or short-term purposes, which shall be defined as rental for any period less than 6 months, nor shall less than an entire dwelling be rented or leased. Subject to the foregoing restrictions, the owner of each structure shall have the right to lease the structure provided that the lease is in writing and is made subject to the covenants, conditions, easements, restrictions, limitations, liens and uses contained in this Declaration and the By-Laws, and any rules and regulations adopted by the Board and published from time to time.

No business nor business activity, whether for profit or not, shall be permitted in or on any residential lot, except that the Improvement Association may conduct official business activity and that an owner or occupant may conduct business activities that are merely incidental to the owner's residential use within a dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (b) the business activity conforms to all City of Pasadena code requirements and other restrictive covenants applicable to the property; (c) the business activity does not involve visitation of the dwelling by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of El Caryl Estates; and (d) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of El Caryl Estates, as may be determined in the sole discretion of the Board. A day-care facility, halfway house, sober living facility, transitional housing, boarding house, group home, institutional care facility, church, nursery, pre-school, beauty parlor, barber shop or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to other persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. This section does not apply to any activity on lots 11, 12, and 1A in block 1. Vending of merchandise conducted on any residential lot, other than a single garage sale per year with a permit from the City of Pasadena [per Pasadena Code of Ordinances], shall be considered business activity and is therefore prohibited.

Lots 1A and 5 in block 1 may be re-subdivided, but lot 5 in block 1 may not be re-subdivided into more than three (3) separate residential building plots. No other lots in the subdivision may be re-

subdivided for the purpose of establishing additional residential building plots; however, lots may be re-subdivided for the purpose of allowing adjacent lot owners to increase their land area.

ARTICLE II

No main structure shall be erected on any residential lot unless same complies with the following requirements as to area, such areas to be computed to include open porches and garages:

- (a) In blocks 6, 7, and 8, not less than 800 square feet;
- (b) In blocks 4 and 5, not less than 900 square feet;
- (c) In blocks 2 and 3, not less than 1000 square feet;
- (d) On lots 6, 7, 8, 9, and 10 in block 1, not less than 1500 square feet;
- (e) On lots 1, 2, 3, and 4 in block 1, not less than 1500 square feet; and
- (f) On the three (3) lots comprising lot 5 in block 1, not less than 1500 square feet on the lake front lot and 1000 square feet on the other two (2) lots.

ARTICLE III

No residence shall be constructed or located nearer to the front line or nearer to the side street line than the building setback lines shown on the recorded plat of the subdivision, or nearer than five (5) feet to any interior side lot line. This provision applies to galleries, porte-cocheres, steps, projections, and every other permanent part of the structure where same is covered by roof or other covering.

ARTICLE IV

No signs, billboards, posters, or advertising devices of any character shall be erected or maintained on any residential lot, except that the lot owner or his agent may construct and maintain such signs or advertising devices as are customary in connection with the general sale, rental, or lease of the property in the subdivision.

ARTICLE V

No liquors of any kind whatsoever that may be capable of producing intoxication shall ever be sold on any of said lots, including lots 11, 12, 1A, and the private park in block 1. Unless made to an adult by a licensed pharmacist under an authorized prescription, the sale of all substances listed under any of the schedules contained in the Texas Controlled Substances Act as of February 1, 1978 is prohibited on any lot in this subdivision, including lots 11, 12, 1A, and the private park in block 1. This prohibition shall remain in effect even though the Texas Controlled Substances Act or the Federal counterpart regarding such sales shall be relaxed at any time during the period this article is in effect.

ARTICLE VI

No basement, tent, shack, lean-to, greenhouse, garage, barn, or other outbuilding erected on any lot in the El Cary Estates Subdivision, whether residential or commercial, nor mobile home, motor home, recreational vehicle, van, truck, camper, or other vehicular device brought onto any lot in the subdivision, whether residential or commercial, shall at any time be used as a residence either

temporarily or permanently; nor shall any residence of a temporary character (including, but not limited to, mobile homes) be permitted on any lot in the subdivision, whether residential or commercial. No unsightly items such as utility trailers, mobile homes, inoperative automobiles, inoperative trucks, or inoperative vans of any type or size shall ever be parked or stored on any lot in the subdivision, whether residential or commercial, unless same is stored in a garage or outbuilding out of sight; owners may be granted no more than thirty (30) days, not necessarily consecutive, to remove such parked or stored unsightly items after written notification by the Board of Directors of the El Cary Estates Improvement Association that said owners are in violation of this article. Failure of the owner to remove said parked or stored unsightly items after such thirty (30) days-notice shall constitute consent of the owner to have same removed and placed in bonded storage at the owner's expense. Outside toilets, cesspools, and the use of septic tanks are prohibited in this subdivision, and any person, firm, or corporation purchasing a lot or lots in said subdivision shall be bound by the terms of this instrument and shall be obligated to use the sewer and water facilities made available to the subdivision.

ARTICLE VII

No obnoxious or offensive trade shall be conducted on any part of the El Cary Estates Subdivision, including lots 11, 12, 1A, and the private park in block 1. The prohibited obnoxious or offensive trades include, but are not limited to, pool halls, head shops, massage parlors, amusement arcades, game rooms, and the like; shops, theaters, and cinemas displaying pornographic, lewd, or obscene material; and endeavors that adversely affect the peace and enjoyment of the neighborhood or that offend the contemporary standards of said neighborhood. Nor shall anything be done or maintained that may be or may become an annoyance or nuisance to the neighborhood, which includes, but is not limited to, habitually barking dogs, loud music, use of any type of firearms, including air-guns of any type, within the subdivision, or use of any device that may interfere with radio or television reception in the subdivision. No antenna, whether for transmission or reception, shall extend more than ten (10) feet above the highest point of an owner's residence or place of business without the approval of the El Cary Estates Planning Committee established by Article XII herein.

ARTICLE VIII

No livestock or poultry of any kind shall be kept or maintained on any lot in the El Cary Estates Subdivision, except pets; and they shall not be kept, bred, or maintained for any commercial purposes. It shall be expected that these pets will be confined or restrained so as not to become nuisances by reason of freely roaming the subdivision.

ARTICLE IX

No part of the El Cary Estates Subdivision or the lake on which it borders shall ever be used or maintained as a dumping ground for rubbish. Trash, garbage, or waste shall only be stored in sanitary containers. Equipment for storage and disposal of such material shall be kept as much as possible out of sight and in a clean and sanitary condition. Each lot owner shall be required to keep the weeds cut on his property and shall not permit the accumulation of trash, rubbish, or other unsightly objects on the premises.

ARTICLE X

No fence, wall, or hedge in excess of six (6) feet in height shall be permitted on any lot in the El Cary Estates Subdivision. On any lot in said subdivision on which a swimming pool is constructed, the owner shall be required to install a six (6)-foot-high fence with suitable childproof gate hardware to preclude casual access to said swimming pool. No fence, wall, or hedge shall extend beyond the front building setback line on any lot in blocks 2 through 8; however, lot owners in block 1 may erect suitable and tasteful-appearing fences on their front property lines and on the side lot lines to connect with the front-property-line fence to assure their security; PROVIDED, however, that said security fences are installed and then thereafter maintained so as not to obscure completely the lakeward view of the owners of lots 6 through 10 in block 1 and not to prevent significantly the passages of breezes. These block 1 lot owners shall confer with the El Cary Estates Planning Committee established by Article XII herein to determine mutually satisfactory definitions of the words "suitable" and "tasteful-appearing."

For the purpose of this article, the word "fence" is defined as an artifactual barrier consisting of vertical posts (wooden, brick, masonry, or metal) and horizontal members (wooden, metal, chain-link, or stranded wire, or some combination thereof); the word "wall" is defined as an artifactual barrier (usually of high, thick masonry); and the word "hedge" is defined as an artificially or naturally placed boundary formed by a densely growing intertwined assemblage of contiguous shrubs, bushes, or short-trimmed trees of such intergrowth as to preclude casual passage and/or unintentional trespass.

ARTICLE XI

No oil drilling, oil development, or exploratory operations, oil refining, or mining operations of any kind shall be permitted on any part of the El Cary Estates Subdivision.

ARTICLE XII

No building shall be erected, placed, or externally altered on any lot in the El Cary Estates Subdivision until the construction plans and specifications and plan showing the location of the structure have been approved by the El Cary Estates Planning Committee as to quality of workmanship and material harmony of external design with existing structures, and as to location with respect to topography and finish-grade elevation; and, in the case of nonresident builders or contractors, until proof of adequate liability insurance has been provided to the said Planning Committee to guarantee full compliance and to protect adjacent owners from damage caused by construction activities. Furthermore, once construction has begun as evidenced by placement of forms, the exterior of any structure shall present a completed appearance to the public within a reasonable time, not to exceed six (6) months under normal circumstances, weather permitting. Approval shall be as hereinafter provided.

The said Planning Committee shall consist of three (3) resident lot owners appointed or reappointed annually by the Board of Directors of the El Cary Estates Improvement Association. These members shall be responsible for ensuring compliance with the provisions of this article and with related articles in this instrument and with ensuring that their policies are uniformly applied to all lot owners and/or builders or contractors. The majority of the said Planning Committee may designate a representative to act for it who shall report at least quarterly to the Board of Directors of the said Improvement Association. No member of this committee shall receive compensation for services performed.

The said Planning Committee shall grant or withhold approval (as in the judgment of the committee is proper) of all matters delineated in this article, in related articles in this instrument and in any Design Guidelines established by the committee or the Board of Directors. The committee shall provide the builder or contractor with a copy of these covenants, conditions, and restrictions and any established Design Guidelines.

The approval or disapproval of the said Planning Committee as required in this article shall be in writing and shall be delivered by first-class certified return-receipt-requested mail or by electronic mail. In the event that the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans, specifications, and proof of adequate liability insurance have been submitted to it, or, in any event; if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall not be required and the provisions of this article shall be deemed to have been fully complied with.

ARTICLE XIII

All the covenants, conditions, and restrictions herein set forth shall continue and be binding upon the parties hereto and upon their heirs, assigns, and designees for a period of fifteen (15) years from the date this instrument becomes effective after filing for record in the office of the County Clerk of Harris County, Texas, and shall automatically be extended thereafter for successive periods of fifteen (15) years;

PROVIDED however, that the owners of the legal title to the lots as shown by the records of Harris County, Texas, having more than fifty percent (50%) of the lots shown on the plat of record may release all the lots hereby restricted from any one or more of said covenants, conditions, or restrictions created by deed or by this instrument at the end of any fifteen (15)-year period thereafter by executing and acknowledging an appropriate agreement in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments at least two (2) years before the expiration of any fifteen (15)-year period thereafter; and

PROVIDED, that the owners of the legal title to the lots as shown by the records of Harris County, Texas, having more than fifty percent (50%) of the lots shown on the plat of record may modify or add to any covenants, conditions, and restrictions created by deed or by this instrument at any time, such action to be evidenced by written instrument recorded in the Deed Records of Harris County, Texas.

ARTICLE XIV

The tract of land designated as "private park" on the map of the El Cary Estates Subdivision is hereby dedicated as a private park for the use and benefit of all owners of lots in said subdivision and their escorted visitors and house guests, to provide access to the lake front, such right of access to be equally enjoyed by all lot owners in the subdivision, their visitors, and their guests. This private park is owned by the El Cary Estates Improvement Association, which is composed of all lot owners in the subdivision, and the use of any improvements added to the park by the Improvement Association, such as playground equipment, pier, et cetera, shall be subject to any rules, regulations, and conditions imposed by the said Improvement Association.

ARTICLE XV

The covenants, conditions, and restrictions herein set forth shall be binding upon the parties hereto, their heirs, assigns, and designees, and all parties claiming by, through or under them and all subsequent owners of property in the El Cary Estates Subdivision, each of whom shall be obligated and bound to observe such covenants, conditions, and restrictions, PROVIDED, however, that no such person or corporation shall be liable except for respect to breaches committed during its, his, her, or their ownership of said property. The violation of any covenant, condition, or restriction shall not operate to invalidate any mortgage, deed of trust, or lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to the covenants, conditions, and restrictions herein mentioned.

The El Cary Estates Improvement Association shall have the right to enforce observance and performance of such covenants, conditions, and restrictions, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies, to assess fines to the property owners and to file an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such covenant, condition, or restriction or to enforce performance of any such covenant, condition, or restriction.

ARTICLE XVI

Each numbered lot in the El Cary Estates Subdivision shall, when sold, be made subject by proper covenant to an annual maintenance charge at the rate of \$200.00 per lot for the purpose of maintaining the fund known as the maintenance fund, and each contract of sale and each deed executed in connection with the sale of said lots shall contain appropriate provisions adopting and incorporating therein the terms and provisions of this instrument with respect to said maintenance fund.

Such charge shall be due and payable annually on the 1st day of January or during the calendar year in equal quarterly installments on or before the 1st day of each quarter or in such other manner as the Board may designate, beginning January 1, 2027, to the El Cary Estates Improvement Association at a place designated by the said Improvement Association at the office of its successors, assigns, and nominees, a similar charge being payable on a pro rata basis for that portion of any calendar year remaining after the date of execution of any contract of purchase. The total fund arising from such payments shall be deposited in a special account in a bank or banks deemed appropriate by the Board of Directors of the said Improvement Association and shall be applied by the Improvement Association, its successors, assigns, or nominees, so far as it may be sufficient toward the payment of maintenance expenses incurred for any or all following purposes: Improving and maintaining paths, parks, parkways, and easements or rights-of-way acquired by purchasers of the lots in the said subdivision, caring for vacant lots, and doing any other things necessary or desirable in the opinion of the said Improvement Association, its successors, assigns, and nominees, to keep the property neat and in good order or which it considers of general benefit to the owners or occupants of said subdivision, it being understood that the judgment of the said Improvement Association, its successors, assigns, and nominees, in the expenditure of said fund, shall be final so long as such judgment is exercised in good faith.

In addition to the annual maintenance charge, the then-owners of a majority of the lots in the said subdivision may vote to levy a special assessment of a specified amount and duration, each owner

being entitled to one (1) vote for each lot owned, such action to be evidenced by written instrument recorded in the Deed Records of Harris County, Texas.

In addition to any other assessments, the Board may levy an individual assessment against an owner and the owner's lot, which may include, but is not limited to: (a) interest, late charges, and collection costs on delinquent assessments; (b) reimbursement costs incurred in bringing an owner or the owner's lot into compliance with the Documents; (c) fines for violations of the Documents; (d) transfer-related fees and resale certificate fees; (e) fees for estoppel letters and project documents; (f) reimbursement for damage or waste caused by willful or negligent acts of the owner, the owner's guests, invitees or occupants of the owner's lot; (g) fees or charges levied against the Association on a per lot basis; or (h) pass-through expenses for services to lots provided through the Association and which are paid by each lot according to benefit received.

Each charge, assessment, or fine, together with such interest thereon and costs of collection herein provided, will be the personal obligation of the owner of each lot against which it is levied and will be secured by a lien hereby granted and conveyed to the Association against each such lot and all improvements thereon. The Association may enforce payment of such charges, assessments, or fines in accordance with the provisions of this Article.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of the lot pursuant to foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each lot.

ARTICLE XVII

In addition to complying with these covenants, conditions, and restrictions and all Design Guidelines established by the Board of Directors and Planning Committee, each lot owner shall do his utmost to preserve the character and value of the El Cary Estates Subdivision by caring for the general appearance of his property, so that the appearance shall not debase the neighborhood nor be deemed an eyesore by community standards. The intent of this article is to engender civic and neighborhood pride by voluntary awareness of eyesores and voluntary remedial action regarding them, especially as regards such matters as timely lawn care (preferably including cutting weeds on adjacent county- or city-owned easements and ditches), prompt removal of litter and trash of whatever origin, preservation of the exterior of owned structures and outbuildings, care of shrubbery and trees, and the like.

Each resident lot owner shall also be aware that persistent on-street parking of excess automobiles, trucks, vans, and other vehicles regardless of age or state of preservation degrades the appearance of the subdivision and shall endeavor to maintain such excess vehicles on appropriate portions of his property by reason of appearance and public safety. The intent of this article is not to restrict on-street parking of guest vehicles at parties or infrequent meetings when an owner's paved

property cannot accommodate the overflow. The persistent parking of vehicles on front lawns is expressly discouraged.

The owners of lots 11, 12, and 1 A in block 1 shall exercise reasonable care in ensuring that their property does not become an eyesore by reason of unkempt green areas; accumulation of trash, litter, garbage, and debris; unsightly signs, banners, and garish advertising devices; placement of refuse cans or dumpsters on the north property exposure; and other acts or omissions that would degrade the general appearance of the subdivision.

In addition to other rights as listed in Article XV, the El Cary Estates Improvement Association shall have the right to assess fines to the property owner in order to prevent a breach or to enforce the observance or performance of same.

ARTICLE XVIII

In the event that an individual lot owner is unwilling or unable to exercise his right to enforce performance of, or to prevent breach of, these covenants, conditions, and restrictions under the provisions of Article XV herein, the onus of pursuing the matter shall become the responsibility of the El Cary Estates Improvement Association. The Improvement Association, whether acting on its own or in response to an owner's complaint of an alleged violation, shall study the matter fully, shall ascertain whether a violation has been or is being committed, shall attempt to effect an out-of-court resolution of the matter, shall attempt to enlist the legal assistance of the City Attorney of Pasadena, Texas, and, the last failing, shall begin legal proceedings as warranted.

If any such defendant in such legal proceedings brought by the Improvement Association in an attempt to enforce performance of, or to prevent breach of, these covenants, conditions, and restrictions, loses said suit, he shall not only be responsible for paying any court costs incurred but also for paying the legal expenses of the Improvement Association in the successful prosecution of the matter.

ARTICLE XIX

Invalidation of one or more of these covenants, conditions, and restrictions, by judgment or court order or otherwise, shall in nowise affect any other covenant, condition, or restriction, but all such other covenants, conditions, and restrictions shall continue and remain in full force and effect.

IN WITNESS WHEREOF, I have hereto executed this agreement on the 4 day of June 2026.



Ron Poole, President of El Cery Estates Improvement Association
aka G. Ronald Poole

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STATE OF TEXAS §
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COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared G. Ronald Poole, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this 4th day of June, 2026.





NOTARY PUBLIC – STATE OF TEXAS

Exhibit 1

AFTER RECORDING RETURN TO:

Ron Poole
204 Lake View Blvd
Seabrook, TX 77586
Email: ElCaryEstatesIA@gmail.com

EL CARY ESTATES
DEED RESTRICTIONS

The **EL CARY ESTATES IMPROVEMENT ASSOCIATION (the "ASSOCIATION")**, as the Declarant under the El Cary Estates Covenants, Conditions, and Restrictions recorded under Document No. RP-2026-123180 in the Official Public Records of Harris County, Texas, as the same may be amended from time to time, hereby files the foregoing Declaration of Covenants, Conditions, and Restrictions ("CCR's") to amend, restate, and replace all prior CCR's for El Cary Estates recorded in the Official Public Records of Harris County, Texas.

Pursuant to Texas Property Code Section 209.0041 and Article XVI of the CCR's, an election was held by said Association in the year 2026 to amend and restate the CCR's of the Association. 77% of eligible votes were cast in favor of the amended and restated CCR's.

Therefore, be it resolved that the amended and restated Declaration of Covenants, Conditions, and Restrictions has passed. This restated Declaration of Covenants, Conditions, and Restrictions becomes effective when recorded.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions, and Restrictions on the 4th day of June, 2026.

DECLARANT:

**EL CARY ESTATES IMPROVEMENT ASSOCIATION, A
TEXAS NONPROFIT CORPORATION**

By: 

Name: Ron Poole

Title: President

Record as Deed Restrictions and cross-reference to El Cary Estates Covenants, Conditions, and Restrictions recorded under Document No. RP-2026-123180 and El Cary Estates Policy Manual recorded under Document No. RP-2025-317209 in the Official Public Records of Harris County, Texas, as the same may be amended from time to time.

FILED FOR RECORD

11:59:21 AM

Tuesday, June 23, 2026

Leneshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas

Tuesday, June 23, 2026

Leneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS

