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EL CARY ESTATES RESTRICTIONS AND COVENANTS

188-14-2145

STATE OF TEXAS)

COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS: That this agreement, made this 1st day of February, 1978, by and among the undersigned parties:

WHEREAS the undersigned 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:

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 amend, the original restrictions, covenants, and conditions filed March 2, 1955, under Clerk's File No. 1389299 in the Deed Records of Harris County, Texas, Volume 2907, Page 218, signed February 4, 1955, as amended on an instrument filed June 10, 1955, in Volume 2967, Page 185, of the Deed Records of Harris County, Texas:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements of the parties hereto and pursuant to the provisions of the instrument filed in Volume 2907, Page 218, of the Deed Records of Harris County, Texas, each to the others as covenantors and convenantees and expressly for the benefit of, and to bind, their successors in interest, the said parties agree as follows:

Lot owners of record who approve these amended restrictions, covenants, and conditions shall be bound by them without recourse to law or custom, as shall be their heirs, assigns, and designees.

Lot owners of record who disapprove these amended restrictions, covenants, and conditions shall be bound by the original restrictions, covenants, and conditions filed March 2, 1955, under Clerk's File No. 1389299 in the Deed Records of Harris County, Texas, Volume 2907, Page 218, signed February 4, 1955, as amended on an instrument filed June 10, 1955, in Volume 2967, Page 185, of the Deed Records of Harris County, Texas, and as further amended pursuant to the provisions of said original instrument and authorized amendments thereto, without recourse to law or custom, as shall be their heirs, assigns, and designees.

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Future lot owners who purchase property in said subdivision from lot owners in the second category preceding shall be bound by these amended restrictions, covenants, and conditions provided their purchase occurs after these amended restrictions, covenants, and conditions have been filed for record in the Deed Records of Harris County, Texas, 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.

Lots 1A and 5 in block 1 may be resubdivided, but lot 5 in block 1 may not be resubdivided into more than three (3) separate residential building plots. No other lots in the subdivision may be resubdivided for the purpose of establishing additional residential building plots; however, lots may be resubdivided 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.

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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, portes 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 this date 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 puchasing a lot or lots in said subdivision shall be bound by the terms of this

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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

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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, chainlink, 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 builder-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 builder-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.

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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 and in related articles in this instrument. The committee shall provide the builder-contractor with a copy of these restrictions, covenants, and conditions or with a copy of Articles I, II, III, V, X, XII, and XVIII of this instrument.

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. 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 restrictions, covenants, and conditions 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 restrictions, covenants, or conditions 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.

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 restrictions, covenants, and conditions 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 restrictions, covenants, and conditions, PROVIDED, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his, her, or their ownership of said property. The violation of any restriction, covenant, or condition 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 restrictions, covenants, and conditions herein mentioned.

The El Cary Estates Improvement Association shall have the right to enforce observance and performance of such restrictions, covenants, and conditions, 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 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 restriction, covenant, or condition or to enforce performance of any such restriction, covenant, or condition.

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 $18.00 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 payable annually on the 1st day of January, each year, in advance, beginning January 1, 1980, 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.

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The obligation to pay such maintenance charge shall in any event extend for a period of five (5) years, commencing January 1, 1980, and remaining effective until December 31, 1985; but, at any time during the year 1985, the then-owners of a majority of the lots in the said subdivision paying such charge may vote to continue such charge for a period of five (5) years additional and then similarly for successive additional periods of five (5) years as often and as long as the owners of the majority of said lots may desire, the owner being entitled to one (1) vote for each lot owned, such action to be evidenced by written instrument signed and acknowledged by said owners of the majority of said lots and recorded in the Deed Records of Harris County, Texas. Such annual charge may be adjusted from year to year, as the needs of the property may in their judgment require, such adjustment, however, to be with the consent of a majority of the owners of lots in the subdivision, the owner to be entitled to one (1) vote for each lot owned.

ARTICLE XVII

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 1A 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.

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 restrictions, covenants, and conditions under the provisions of Article XV herein, the onus of pursuing the matter shall become the responsibility of the El Cary Estates

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

(101) 01

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 1st day of February, 1978.

Albert G. Ranft, Jr., Owner — Blk. 3, Lots 2 & ½ of 3

John M. Ward, Jr., Owner — Blk. 8, Lot 1

Richard A. Hoover, Owner (Co) — Blk. 4, Lot 6

Patsy C. Godfrey, Co-owner — Blk. 4, Lot 7

J. W. Godfrey, Co-Owner — Blk. 4, Lot 7

Hoy M. Austin, Owner — Blk. 7, Lot 4

LaWann Tull, Co-owner — Blk. 2, Lots ½ of 18 & 19

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Frank H. Tull — Blk. 2, Lots ½ of 18 & 19
Frank H. Tull, Co-Owner

Robert L. Johnson — Blk. 3, Lot 16
Robert L. Johnson, Co-Owner

Ann M. Johnson — Blk. 3, Lot 16
Ann M. Johnson, Co-Owner

Martin E. Hamilton III — Blk. 7, Lot 10
Martin E. Hamilton III, Owner

Susan R. Burge — Blk. 6, Lot 6
Susan R. Burge, Co-Owner

Margaret Louise Mc Farland — Blk. 5, Lots 11 & 12
Margaret Louise Mc Farland, Owner

1301

James S. Shockey — Blk. 5, Lot 10
James S. Shockey, Co-Owner

W. F. Barker — Blk. 6, Lot 3
W. F. Barker, Co-Owner

Ruby M. Barker — Blk. 6, Lot 3
Ruby M. Barker, Co-Owner

Louise S. Wood — Blk. 6, Lot 4
Louise S. Wood, Owner

Emily P. Glover — Blk. 2, Lot 15
Emily P. Glover, Co-Owner

Warren G. Glover — Blk. 2, Lot 15
Warren G. Glover, Co-Owner

Robert M. Wells — Blk. 5, Lots 1 & 2
Robert M. Wells, Co-Owner

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Paula S Hoover — Blk. 4, Lot 6
Paula S. Hoover, Co-Owner

Edna Kilgore — Blk. 5, Lot 7
Edna Kilgore, Co-Owner

[signature] — Blk. 5, Lot 7
Gilman Kilgore, Co-Owner

Patricia J Emmons — Blk. 5, Lot 3
Patricia J. Emmons, Co-Owner

Tyrus E Emmons — Blk. 5, Lot 3
Tyrus E. Emmons, Co-Owner

1307

James A Dupree — Blk. 8, Lot 5
James. A. Dupree, Co-Owner

Mrs James A Dupree — Blk. 8 Lot 5
Mrs. James A. Dupree, Co-Owner

Mrs. Myrtle Raymond — Blk. 2, Lot 2
Mrs. Myrtle Raymond, Co-Owner

Harry E. Raymond — Blk. 2, Lot 2
Mrs Myrtle Raymond - atty in fact.
Harry E. Raymond, Co-Owner

Donald G. Nix — Blk. 7, Lot 7
Donald G. Nix, Owner

Sherrie Mollett — Blk. 6, Lot 9
Sherrie Mollett, Co-Owner

Phillip E. Mollett — Blk. 6, Lot 9
Phillip E. Mollett, Co-Owner

B N Trank — Blk. 5, lot 5
B. N. Trank, Co-Owner

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188-14-2156

Dorothy W. Owen — Blk. 5, Lot 4
Dorothy W. Owen Owner

Clifford Stockman — Blk. 4, Lots 3 & 4
Clifford Stockman, Co-Owner

Richard G. Lind — Blk. 8, Lots 2 & ½ of 3
Richard G. Lind, Co-Owner

Pluma C. Lind — Blk. 8, Lots 2 & ½ of 3
Pluma C. Lind, Co-Owner

James W. Bailey — Blk. 5, Lot 6
James W. Bailey, Owner

1307

Carolyn Wells — Blk. 5, Lots 1 & 2
Carolyn Wells, Co-Owner

Pauline Trank — Blk. 5, Lot 5
Pauline Trank, Co-Owner

Gladys Mauer — Blk. 6, Lot 5
Gladys Mauer, Co-Owner

Russ Mauer — Blk. 6, Lot 5
Russ Mauer, Co-Owner

Frank Pusateri Jr. — Blk. 5, Lot 8
Frank Pusateri, Jr. Co-Owner

Audrey Pusateri — Blk. 5, Lot 8
Audrey Pusateri, Co-Owner

Kenneth D Caywood — Blk. 8, Lots 14 & 15
Kenneth D. Caywood, Co-Owner

W. J. J. Heffernan — Blk. 2, Lot 14
W. J. J. Heffernan Co-Owner

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188-14-2157

Jack H. Dixon — Blk. 8, Lots 19 & 20
Jack H. Dixon, Co-Owner

Edna P. Dixon — Blk. 8, Lots 19 & 20
Edna P. Dixon, Co-Owner

R. Mary Hathaway — Blk. 4, Lot 10
R. Mary Hathaway, Co- Owner

William C. Hathaway — Blk. 4, Lot 10
William C. Hathaway, Co- Owner

Ruth C. Knittle — Blk. 4, Lot 5
Ruth C. Knittle, Co- Owner

Donald L. Knittle — Blk. 4, Lot 5
Donald L. Knittle, Co- Owner

Larry J. Glasscock — Blk. 7, Lott 9
Larry J. Glasscock, Co-Owner

Dana Glasscock — Blk.7, Lot 9
Dana Glasscock, Co-Owner

Gilbert Montgomery — Blk. 4, Lot 9
Gilbert Montgomery, Owner

Frances Brummerhop — Blk 3, Lot 14
Frances Brummerhop, Co-Owner

Charles H. Brummerhop — Blk. 3, Lot 14
Charles H. Brummerhop, Co- Owner

Barbara B. Joy — Blk. 4, Lot 11
Barbara B. Joy, Owner

Virginia M. Sharp — Blk. 4, Lot 12
Virginia M. Sharp, Owner

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188-14-2158

Mrs. Charles E Buchner Blk. 2, Lot 25
Mrs. Charles E. Buchner, Owner

Eileen Heffernan Blk. 2, Lot 14
Eileen Heffernan, Co- Owner

Petra Campos Blk. 4, Lot 8
Petra Campos, Co- Owner

Mary Haymond Blk. 2, Lot 6
Mary Haymond, Co- owner

Michael L. Rogers Blk. 2, Lot 7
Michael L. Rogers, Co- Owner

Arturo B Campos Blk. 4, Lot 8
Arturo B. Campos, Co- Owner

1307

Lois J. Letson Blk. 2, Lot 24
Lois J. Letson, Co- Owner

David B. Letson Blk. 2, Lot 24
David B. Letson, Co- Owner

Drusilla I. Smith Blk. 8, Lots 8 & 9
Drusilla I. Smith, Co- Owner

Olga Zupan Blk 3, Lot 12
Olga Zupan, Co- Owner

Albert Zupan Blk. 3, Lot 12
Albert G. Zupan, Co- owner

Peter M. Jorgensen Blk. 2, Lot 16
Peter M. Jorgensen, Co- Owner

Inger Lokke Jorgensen Blk. 2, Lot 16
Inger Lokke Jorgensen, Co- Owner

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188-14-2159

Joan F. Segna — Blk. 2, Lot 13
Joan F. Segna, Co-Owner

Donald R. Segna — Blk 2, Lot 13
Donald R. Segna, Co- Owner

Robert G. Britton — Blk. 6, Lot 7
Robert G. Britton, Co-Owner

Julie Britton — Blk. 6, Lot 7
Julie Britton, Co- Owner

Mrs John L Myers — Blk. 6, Lot 2
Mrs. John L. Myers, Co - Owner

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Jack L. Myers — Blk. 6, Lot 2
Jack L. Myers, Co-Owner

Victor L. McDermott — Blk. 7, Lot 6
Victor L. Mc Dermott, Co- Owner

Sandra E. McDermott — Blk. 7, Lot 6
Sandra E. Mc Dermott Co- Owner

Joyce Rogers — Blk. 2, Lot 7
Joyce Rogers, Owner

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STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared the aforesigned persons known to me to be the persons whose names are subscribed to the foregoing restrictions, covenants, and conditions for the El Cary Estates Subdivision, and acknowledged to me that they executed same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 1st day of February, A. D. 1978.

Mildred S. Bland
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

MILDRED S. BLAND
Notary Public in and for Harris County, Texas
My Commission Expires Nov. 16, 1978

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188-14-2161.

Reed Napier Embry — Block 8, Lots 17 & 18
Reed Napier Embry, Owner

Claudette Shockey — Block 5, Lot 10
Claudette Shockey, Co-owner

Ira D Avant — Block 2, Lots ½ of 22 and 23
Ira D. Avant, Co-owner

Linda D. Avant — Block 2, Lots ½ of 22 and 23
Linda D. Avant, Co-owner

Ross I. Smith — Block 8, Lots 8 and 9
Ross I. Smith, Co-owner

Joan J. Howard — Block 3, Lot 6
Joan J. Howard, Co-owner

1307

Harvey C. Barron — Block 3, Lot 7
Harvey C. Barron, Owner

Eva Mae Wolf — Block 6, Lot 1
Eva Mae Wolf, Co-owner

Ernest Wolf — Block 6, Lot 1
Ernest Wolf, Co-owner

Luther G. Kaigler — Block 4, Lots 1 and 2
Luther G. Kaigler, Co-owner

Virginia S Kaigler — Block 4, Lots 1 and 2
Virginia S. Kaigler, Co-owner

Charles L Leonard — Block 8, Lot 16
Charles L. Leonard, Co-owner

Jo Leonard — Block 8, Lot 16
Jo Leonard, Co-owner

188-14-2162

Phyliss Sloan, Co-owner	Block 8, Lot 10
Jack A. Sloan II, Co-owner	Block 8, Lot 10
Claudette Stockman, CO-owner	Block 4, Lots 3 & 4
John Young, Co-owner	Block 2, Lot 20
Susy Young, Co-owner	Block 2, Lot 20
Yandell Rogers Jr., Co-owner	Block 1, Lot 5
Carolyn Rogers, Co-owner	Block 1, Lot 5

Page 18 of 20 Wednesday, June 14, 2023 County Clerk Harris County, Texas

188-14-2163

BEFORE ME, the undersigned authority, on this day personally appeared the aforesigned persons known to me to be the persons whose names are subscribed to the foregoing restrictions, covenants, and conditions for the El Cary Estates Subdivision, and acknowledged to me that they executed same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 5th day of February, A. D. 1978.

Mildred S. Bland
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

MILDRED S. BLAND
Notary Public in and for Harris County, Texas
My Commission Expires November 1978

✓ Ret to.

Filed by the El Cary Estates Improvement Association
c/o Don Segna, President
301 Shirleen Drive
Seabrook, TX 77586

188-14-2164

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188-14-2164

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

MAR - 1 1978

COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
MAR 1 11 54 AM 1978
COUNTY CLERK
HARRIS COUNTY, TEXAS

I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 14, 2023

Teneshia Hudspeth

Teneshia Hudspeth, County Clerk
Harris County, Texas

Any provision 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. Confidential information may have been redacted from the document in compliance with the Public Information Act.