

F914695

CANDLELIGHT HILLS, SECTION FIVERESTRICTIONS, COVENANTS, CONDITIONS AND MAINTENANCE CHARGE

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

THAT, T. D. GARDNER, TRUSTEE, (hereinafter called "GRANTOR"), being the owner of that certain tract of land containing 14.449 acres, more or less, out of the Daniel Harmon Survey, Abstract No. 315, in Harris County, Texas, which has heretofore been platted into a Subdivision known as CANDLELIGHT HILLS, SECTION FIVE, according to the map of said Subdivision filed for record in the County Clerk's Office in Harris County, Texas, recorded in Volume 276 at Page 147, of the Map Records of said County, reference to which is here made for all purposes, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential building sites as same are hereinafter defined (hereafter sometimes called "lots"), in said CANDLELIGHT HILLS, SECTION FIVE, for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all residential building sites in CANDLELIGHT HILLS, SECTION FIVE, and each contract or deed which may be hereafter executed with regard to any of the lots in said CANDLELIGHT HILLS, SECTION FIVE, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

1 - RESERVATIONS

In authenticating the Subdivision map for record, and in dedicating the streets, drives, lanes, roads, parks, walks and

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The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon. I hereby certify on

APR 15 1988



ANITA RODEHEAVER
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

By: *[Signature]*
 JAMES PETTY Deputy

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easements to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in Grantor, his heirs, successors and assigns, the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof, to-wit:

1:1 - The streets, drives, lanes, roads, parks, walks and easements as shown on said map or plat are hereby dedicated to the use of the public.

1:2 - Grantor reserves the necessary utility easements and rights-of-way as shown on the aforesaid recorded plat, which easements are reserved for the use and benefit of Candlelight Service Company and any public utility operating in Harris County, Texas, as well as for the benefit of Grantor and the property owners in the Subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers or any other utility or service which Grantor may find necessary for the proper service of lots. In addition to the easements designated on said plat there is hereby reserved and dedicated for the use of Candlelight Service Company and all public utilities an unobstructed aerial easement five (5') feet wide from a plane twenty (20') feet above the ground upward located adjacent to said easements as dedicated on said plat.

1:3 - Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way on any unsold sites in said Subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the

-2-

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 HARRIS COUNTY, TEXAS

By

JAMES PETTY

County Clerk of Harris County, Texas, or incorporated in the Deed from Grantor conveying the site to be so restricted or subjected to such easement or right-of-way.

1:4 - Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

1:5 - It shall be and is expressly understood and agreed that the title conveyed by Grantor to any lot or parcel of land by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sanitary sewer, storm sewer, electric light, electric power, or telephone lines, poles, or conduits or any other utility or appurtenances thereto constructed by Grantor or public utility companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Houston, or to any public service corporation, or to any other party, is hereby expressly reserved in Grantor, his heirs, successors and assigns.

1:6 - Grantor expressly reserves unto himself, his heirs, successors and assigns,

- (i) the right to receive all payments from others for the purpose of connecting into the utility system for the purpose of serving property outside of CANDLELIGHT HILLS, SECTION FIVE, and
- (ii) the right to grant the right of passage over any access easements running from CANDLELIGHT HILLS, SECTION FIVE, to serve other properties in the vicinity.

2 - ARCHITECTURAL CONTROL COMMITTEE

2:1 - There is hereby created an Architectural Control Committee comprised of Three (3) members, and the initial

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By: *[Signature]*
 Deputy
 JAMES PETTY

116-92-1999

Committee shall be composed of T. D. GARDNER, GENE F. GARDNER and S. D. GARDNER, each of whom shall serve until his or her successor is appointed. In the event any one of said members should die, resign or become ineligible to act, the remaining Two (2) members of the Committee may appoint a successor. Any one of said members may be removed by Grantor or his successors, with or without cause, and a successor appointed by Grantor or his successors.

2:2 - No building or other improvements shall be erected, placed or altered on any lot until complete copies of the construction plans and specifications, and a plot plan showing the location of any such building or improvements have been approved in writing by the Architectural Control Committee as to use, quality of workmanship and materials, conformity and harmony of external design with existing structures and as to location of the building or improvements with the respect to topography and finished ground elevation. Grantor or his successors may designate a representative with authority to act for the Committee. In the event said Committee, or its designated representative, fails to give written approval or disapproval within Thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or improvements or the making of alterations have been commenced prior to Sixty (60) days after the completion thereof, such approval will not be required and this provision as to approval will be deemed to have been satisfied. Neither the members of said Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this provision. The duties and powers of said Committee, or of any designated representative, shall cease on January

-4-

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1, 1988, or upon the resignation of all three (3) members, which ever occurs earlier. Thereafter, the approval of plans and specifications shall not be required unless prior thereto and effective thereon a written instrument is executed by the then record owners of a majority of the lots subject hereto appointing a new committee composed of three (3) members to exercise the same powers delegated to be exercised by the committee first named, and the instrument creating said new committee is recorded in the office of the County Clerk of Harris County.

2:3 - Grantor or his successors may, at his sole option, approve the re-subdividing of more than Two (2) residential lots as shown on the recorded plat of CANDLELIGHT HILLS, SECTION FIVE, provided that no residence shall be constructed on any building site having a frontage of less than five (5') feet from that shown on the recorded plat of said Subdivision. In this connection, it is intended that building sites shall not be subdivided into smaller plots than as shown on the recorded plat, with the exception of the five (5') foot reduction hereinbefore provided. However, this will not prohibit the construction of a residence on a larger building site, and in this connection the subdivider or any builder may build a single residence on a building site composed of One and One-half (1-1/2) lots, or Two (2) lots.

3 - RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS

3:1 - All lots shall be used only for residential purposes and the term "residential purposes" as used herein shall excluded hospitals, clinics, hotels, duplex houses, apartment houses, motels, boarding houses or any commercial or professional uses whether from houses, residences or otherwise, whether or not such uses are

-5-

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ANITA RODEHEAVER
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By

JAMES PETTY

Deputy

only incidental to the use for residential purposes, and all such uses of said property are hereby expressly prohibited, provided, however that Grantor reserves the right to maintain a sales office in said Subdivision until all lots are sold to individual home owners.

3:2 - No building shall be erected, altered, placed or permitted to remain other than (a) One (1) detached single family dwelling not to exceed Three (3) stories in height, a private garage or carport for the storing of not less than Two (2) cars and not more than Four (4) cars, and servants' quarters for use of domestic servants employed on the premises; and (b) a tool shed or work shop, attached or unattached to the residence building. It is the purpose and intention of these restrictions that the dwelling, including the other buildings, if any, on any building site, shall never be used as a place of residence by more than the members of a single family and their bona fide servants employed on the premises. The term "family" as used herein shall include only persons who are related to each other by blood, marriage or adoption, and occupancy by two or more persons who are not so related is expressly prohibited by the restrictions. Also, occupancy by two persons of the same sex who are not related by blood, whether married or not, is expressly prohibited.

3:3 - No buildings shall be located nearer to the front lot line or nearer to any side street property line than the building setback line shown on the recorded plat of said Subdivision, except as provided in Paragraph 2:3 hereof. In any event, no building shall be located on any residential building site nearer than Ten (10') feet to any side street property line, or nearer than Five (5') feet from the rear lot line, or nearer than Five (5) feet from any side property line; provided, however that

-6-

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By *[Signature]*
 JAMES PETTY Deputy

116-92-2002

any unattached garage may be constructed within Two (2) feet of the side property line of the residence lot.

3:4 - All detached garages must be located at the rear of the main residence building and no attached garage shall be located nearer to the street than the front line of the main residence building unless its location is approved in writing by the Architectural Control Committee prior to its construction.

3:5 - All buildings shall be constructed to front on the street upon which the lot faces and all corner lots shall be considered to face on the street on which the lot has the smallest frontage.

3:6 - No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3:7 - No trailer, basement, tent, shack, garage or other out-building erected on any residential building site shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Nor may any vehicle, trailer, camper, boat, boat trailer or machinery of any type be kept or stored within said Subdivision except within a garage or in such a place as may be completely out of view from any public street or adjacent lot.

3:8 - No main residential structure shall be placed on any lot unless its living area has a minimum of Twenty-Two Hundred (2,200) square feet of floor area, exclusive of porches and garages; and in the event the dwelling is in excess of one (1) story in height, the ground floor must contain no less than Fourteen Hundred (1,400) square feet of living area, exclusive of porches and garages.

3:9 - The exterior walls of any single story residence constructed or placed in said Subdivision exclusive of

-7-

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ANITA BONDREAU

116-92-2003

outbuildings, shall be constructed of at least Seventy-Five (75%) per cent brick, brick veneer, stone, stone veneer, or brick on hollow tile. In the event a residence is in excess of One (1) story in height, Seventy-Five (75%) per cent of the exterior walls of the ground floor shall be constructed of brick, brick veneer, stone, stone veneer, or brick on hollow tile. All residences shall have a roof pitch of not less than 3" vertical to 12" horizontal pitch. All roofs are to be wood shingle, or of such other material as may be approved by the Architectural Control Committee.

3:10- No animals, livestock or poultry of any kind other than dogs, cats or other household pets, shall be kept on any residential lot, and not more than Two (2) of each household pets shall be kept on the premises.

3:11- No water well, septic tank or cess pool shall be permitted on any residential lot, but each lot owner shall be required to enter into a utility service contract with Candlelight Service Company, and to use the water, sewer and meter services provided by Candlelight Service Company, its successors and assigns, until such time as such facilities shall be sold to a State, County, Municipal or other governmental agency. Each lot owner shall be required to subscribe to all three of the abovementioned services. Connections to such facilities shall be at the lot owner's expense.

3:12- No spirituous, vinous or malt liquors, or medicated bitters, capable of inducing intoxication, shall ever be sold, or offered for sale, on any residential lot, and said premises shall not be used for any vicious, illegal or immoral purposes, or for any purpose in violation of any state or federal law, or of any police, health, sanitary building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of said residential lots.

-8-

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HARRIS COUNTY, TEXAS

By *[Signature]*
JAMES PETTY

116-92-2004

3:13- No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than Five (5) square feet advertising the merits of the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

3:14- No drilling, oil development operations, oil refining, gas recycling, quarrying or mining operations of any kind shall be permitted on any residential lot, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations or shafts, be permitted upon any residential lot; and no derrick or other structure designed for use in drilling or boring for oil or gas shall be erected, maintained or permitted on any lot.

3:15- No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3:16- No fence, wall or hedge or any pergola, carport or other detached structure shall be erected, placed, grown or maintained on any lot nearer to the street than the front line of the main residence building, or in the case of a corner lot, nearer to the street than the side line of the main residence, nor shall any fence exceed Six (6') feet in height. No clothes line shall be constructed or maintained on any lot within sight of the street or any adjacent lot. No fence shall be constructed on any lot out of any material except brick, wood or wrought iron without permission of the Architectural Control Committee, except that until a residence is erected upon a lot it may be fenced with barbed wire.

3:17- Grass and weeds are to be cut on all vacant lots so as to prevent an unsightly appearance and this is the

-9-

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COUNTY CLERK
HARRIS COUNTY, TEXAS

By 
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obligation of the owner of the lot at his expense.

3:18- No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be done in any street, or front or side yard on any lot.

3:19- No garage apartment or any room or sleeping accommodations in the main dwelling house shall ever be permitted to be used for rental purposes. Living quarters on the property other than in the main building may be used for bona fide servants only, employed on the premises.

3:20- No single family dwelling shall be occupied for residence purposes unless the exterior of such dwelling is entirely finished and the interior has been finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

3:21 No swimming pool, wading pool or other structure designed for outdoor swimming or bathing will be constructed without the plans therefor having first been approved by the Architectural Control Committee. No connection from any such structure to the sewer lines of the subdivision will be made without the approval of Candlelight Service Company, its representatives or successors, and all such construction shall comply with the requirements and plumbing code of Candlelight Service Company. All waste, water or other discharge from such structure will comply with the requirements of the Texas Water Quality Board and the Gulf Coast Waste Disposal Authority as well as the contracts mentioned in Section 5 hereof.

3:22- Any violation of any of the covenants, agreements, reservations, easements and restrictions set out above shall not have the effect of impairing or affecting the

-10-

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Deputy

rights of any mortgagee, trustee, or guarantor under any mortgage or Deed of Trust, or the assignee of any mortgagee, trustee or guarantor under any such mortgage or Deed of Trust outstanding against the property covered by any such mortgage or Deed of Trust at the time the easements, agreements, restrictions, reservations or covenants may be violated.

3:23- Grantor, his successors and assigns, with the written approval of the Architectural Control Committee, may make reasonable alterations in any building setback line on any lot.

3:24- Grantor, his successors and assigns, or any other person, firm or corporation owning a residential lot shall have the right to prosecute any action at law or in equity that it or they may deem advisable to enjoin any violation or attempted violation of any of the covenants and restrictions contained herein, and to prosecute the same against the person or persons violating or attempting to violate the same.

In addition, violation of any restrictions, conditions or covenants herein shall give Grantor, his successors and assigns the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the lot owner, and such entry and abatement or removal shall not be deemed a trespass.

Failure to enforce these restrictive covenants as to one or more persons shall not be construed as a waiver thereof, nor shall such an action be used as an estoppel against Grantors or any owner of the property in enforcing the restrictions against other persons subject thereto.

3:25- Should any one or more of the covenants or restrictions set forth herein be held to be invalid or

-11-

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unenforcible by final judgment of any court at law or in equity, the same shall in no wise affect the remainder of the covenants and restrictions contained herein not directly affected by such final judgment. These restrictions shall always be liberally interpreted in favor of enforcement of the restrictions, and any doubt as to the interpretation of any provision herein shall be resolved in favor of the restriction and against the use of the property free of the restriction; and Grantor hereby states that it is his intention to continue these restrictions in full force and effect so long as their enforcement will serve the wishes of a majority of the owners in the Subdivision.

3:26- The covenants and restrictions set forth herein shall be binding upon Grantor, his heirs, successors and assigns, and any other person, firm or corporation owning or occupying a residential lot in CANDLELIGHT HILLS, SECTION FIVE, until January 1, 2009, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of Ten (10) years each unless by a written instrument duly executed by the owners of at least Eighty (80%) per cent of the residential lots in all sections of this Subdivision covered by these restrictions, duly acknowledged in recordable form by each of said owners and duly recorded in the office of the County Clerk in Harris County, Texas, it is agreed to modify, amend or terminate any of said covenants, conditions and restrictions in whole or in part; provided, however, that notwithstanding any modification, amendment or termination of said covenants, conditions and restrictions in whole or in part, Grantor, his heirs, successors and assigns, and any other person, firm or corporation owning or occupying a lot in this Subdivision shall be bound by the terms, covenants and

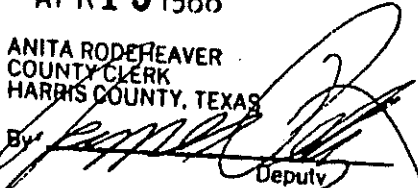
-12-

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JAMES PETTY

conditions of that certain Contract for Financing and Operation of Regional Waste Treatment and Disposal Facility dated December 27, 1974, by and between Candlelight Service Company and Gulf Coast Waste Disposal Authority (assignee of San Jacinto River Authority) and all amendments and supplementary agreements thereto, and regulations promulgated thereunder, all as more fully described under Section 5 hereof entitled "Utility Charges".

4 - ANNUAL MAINTENANCE CHARGE

- 4:1 - Each residential building site or lot shall be subject to an annual maintenance charge at an initial rate of \$36.00 per year and which shall be raised to \$60.00 per year upon a residence being erected thereon for the purpose of creating a fund to be known as "CANDLELIGHT HILLS, SECTION FIVE, MAINTENANCE FUND," hereinafter referred to as "MAINTENANCE FUND," and to be paid by the owner of each building site.
- 4:2 - The maintenance charge is to be paid to the "CANDLELIGHT HILLS MAINTENANCE FUND, INC. (SECTION FIVE)," a Texas non-profit corporation, hereinafter referred to as "the Association", annually in advance on January 1st of each year, and shall commence from the date of the sale of the lot by T. D. GARDNER, TRUSTEE.
- 4:3 - The maintenance charge may be adjusted by the Association, its successors and assigns, from year to year as the needs of the Subdivision may, in its or their judgment require. Adjustments in the maintenance charge in excess of \$60.00 per year may be recommended by the Trustees to the members of the Association, and shall become effective at such time as the owners of at least eighty percent (80%) of the lots in the Subdivision have voted in favor of such adjustments.
- 4:4 - To secure the payment of the maintenance charge, a vendor's lien upon and against each residential lot is

-13-

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 COUNTY CLERK
 HARRIS COUNTY, TEXAS

JAMES PETTY
 Deputy

created by this instrument in favor of the Association, its successors and assigns, and the title to said lot sold or conveyed by Grantor shall be subject to the vendor's lien securing said charge. The lien of the assessments provided for herein, however, shall be subordinate and inferior to the liens provided for under Section Five (5) hereof entitled UTILITY CHARGES and to purchase money liens and liens securing payment of loans made for the purpose of making permanent conforming improvements. The grantee in any deed conveying any lot subject to these restrictions shall be deemed to have covenanted and agreed to pay the aforesaid maintenance charge by acceptance of such deed.

4:5 - Delinquent payments of any maintenance charge, shall bear interest from the date the same became due until paid, at the rate of ten (10%) per cent per annum.

4:6 - The total fund accumulated from this annual maintenance charge, insofar as the same may be sufficient, may be applied towards the payment of maintenance expenses incurred for any or all of the following purposes: Lighting, improving and maintaining streets, parks, parkways, bridle paths and esplanades; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "MAINTENANCE FUND" and the enforcement of all covenants and restrictions for the Subdivision; employing private policemen and watchmen; doing any other thing necessary or desirable in the opinion of the Trustees of the Association to keep the property in the Subdivision neat and in good order, or which they consider of general benefit to the owners or occupants of the Subdivision. It is understood that the

-14-

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 }
The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm identification Number as stamped thereon, I hereby certify on

APR 15 1988



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By  Deputy
JAMES PETTY

116-92-2010

judgment of the Trustees of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

4:7 - The maintenance charge shall remain effective until January 1, 1994, and shall automatically be extended thereafter for successive periods of five (5) years provided, however, that owners of at least Eighty (80%) per cent of all residential lots in the Subdivision subject to such maintenance charge may revoke the maintenance charge on January 1, 1994, or at the end of any successive five-year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1994, or at any time prior to the expiration of any successive five-year period thereafter.

The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

4:8 - The initial Board of Trustees of the Association shall be composed of T.D. GARDNER, GENE F. GARDNER and S. D. GARDNER, who shall serve until January 1, 1988, unless all three (3) initial Trustees resign prior to that time. In case of the resignation, death or incapacity of less than all three (3) initial Trustees, the remaining Trustee or Trustees may appoint a substitute Trustee or Trustees to serve the remainder of said term. The members of the Association shall be the owners of lots in CANDLELIGHT HILLS, SECTION FIVE. Each member shall be entitled to one vote for each lot owned in the Subdivision at any meeting of the members. After January

-15-

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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By  Deputy
JAMES PETTY Deputy



1, 1988, or sooner if all three (3) initial Trustees resign, the members shall elect three (3) Trustees annually at the meeting of members and such Trustees shall be owners of lots in the Subdivision or officers of a corporation owning one (1) or more lots in the Subdivision.

The Trustees of the association are authorized to borrow money, without personal liability on the part of the Trustees, for the purposes of the "MAINTENANCE FUND," giving as security funds then or in the future paid into the "MAINTENANCE FUND."

4:9 - CANDLELIGHT HILLS, SECTION FIVE, has been platted and it is contemplated that other sections of CANDLELIGHT HILLS may be platted and subdivided on land in the vicinity of CANDLELIGHT HILLS, SECTION FIVE, and the funds represented by the collection of this maintenance charge for lots in CANDLELIGHT HILLS, SECTION FIVE, may be combined with funds collected from the owners of lots in sections of CANDLELIGHT HILLS subsequently or previously platted and subdivided.

5 - UTILITY CHARGES

5:1 - Sewer services will be provided to this subdivision by Candlelight Service Company as governed by Contract for Financing and Operation of Regional Waste Treatment and Disposal Facility, dated December 27, 1974, between Candlelight Service Company and Gulf Coast Waste Disposal Authority (assignee of San Jacinto River Authority), together with all amendments and supplementary agreements thereto which may be executed from time to time, and regulations which may be promulgated thereunder. Pursuant to the Contract, Candlelight Service Company must establish and maintain and from time to time adjust the rates, fees and charges for the services provided by its sanitary sewer collection system such that the gross

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 COUNTY OF HARRIS }
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ANITA RODEHEAVER
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

JAMES PETTY Deputy

116-92-2012

revenues therefrom will be sufficient at all times to provide payment for the expenses of operating and maintaining such sanitary sewer collection system and for Candlelight Service Company's obligations to the Gulf Coast Waste Disposal Authority under the Contract.

In order to secure payment of all such rates and charges to the Candlelight Service Company, and, the operating, fixed and capacity charges of the Gulf Coast Waste Disposal Authority, established pursuant to the Contract, there is hereby established on each and every lot in the Subdivision (regardless of whether such lot(s) or the premises thereon, if any, are receiving sewer services from Candlelight Service Company), a utility charge to be assessed monthly or annually in an amount sufficient to pay for the expenses of operating and maintaining such sanitary sewer collection system and for all rate, charges and fees which shall come due to the Gulf Coast Waste Disposal Authority under the terms of the Contract. Such utility charge is established in favor of Candlelight Service Company and/or the Gulf Coast Waste Disposal Authority and the title to each and every lot sold or conveyed by T.D. Gardner, Trustee, his heirs, successors and assigns, shall be subject to such utility charge and shall be secured by a vendor's lien in favor of Candlelight Service Company and/or Gulf Coast Waste Disposal Authority for the payment of the rates and charges due the Gulf Coast Waste Disposal Authority under the terms and provisions of the Contract. Candlelight Service Company, or in its default, the San Jacinto River Authority shall have the right to collect such utility charges when and as they become due and payable and to take all necessary proceedings in law or in equity to enforce payment of such utility charges by foreclosure or otherwise. Candlelight Service Company or, in its

-17-

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COUNTY OF HARRIS }
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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



By  JAMES PETTY Deputy

116-92-2013

default, Gulf Coast Waste Disposal Authority shall give the holder of any other outstanding, valid and subsisting lien at least ninety (90) days' advance written notice of any proposed action or proceeding to enforce the lien securing such utility charge, and thereby provide such other lienholder an opportunity to remedy the default of the lot owner prior to such action.

6 - JOINDER OF LIENHOLDERS

The undersigned lienholders join in the execution of this instrument for the purpose of evidencing their consent and agreement to the establishment of the foregoing restrictions on the land described herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 3rd day of January, A.D., 1979.

T. D. Gardner
T. D. GARDNER, TRUSTEE
"GRANTOR"

Lienholder as to CANDLELIGHT HILLS, SECTION FIVE.

ATTEST:

Laura M. Guillen
Assistant Cashier

FIRST CITY NATIONAL BANK OF HOUSTON

By: *Charles L. Ch...*
Vice President

RECORDER'S MEMORANDUM
ALL SIGNATURES, ADDITIONS AND CHANGES
WERE PRESENTED TO THE RECORDER'S OFFICE
AND THE INSTRUMENT
WAS FILED AND RECORDED

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 }
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APR 15 1988



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: *James Petty*
JAMES PETTY Deputy

THE STATE OF TEXAS
COUNTY OF HARRIS

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116-92-2014

BEFORE ME, the undersigned authority, on this day personally appeared T.D. GARDNER, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of January, 1979

Beth E. Street
Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles A. Davis, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST CITY NATIONAL BANK OF HOUSTON, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of January, 1979.

Beth E. Street
Notary Public in and for
Harris County, Texas

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

RETURN TO:

T. D. Gardner
3431 Candleway Drive
Spring, Texas 77373

-19-

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 }
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APR 15 1988



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By James Petty
Deputy
JAMES PETTY

116-92-2015

FILED
JAN 4 10 12 AM 1979
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
the Number Sequence on the date and at the time stamped
above by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

JAN - 4 1979



Quita Katschauer
COUNTY CLERK,
HARRIS COUNTY, TEXAS

THE 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 }
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thereon. I hereby certify on

APR 15 1988



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
JAMES PETTY Deputy

NO CERTIFIED COPY FEE
FOR THIS PAGE

186-91-1682

6999728

AMENDMENT NUMBER ONE

TO

CANDLELIGHT HILLS, SECTION FIVE RESTRICTIONS

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

That the undersigned being all the owners of all the lots in the subdivision known as CANDLELIGHT HILLS, SECTION FIVE, according to the map of said subdivision filed for record in the Office of the County Clerk of Harris County, Texas, and recorded in Volume 276 at Page 147 of the Map Records of said County, reference to which is here made for all purposes, desire to amend the restrictions, covenants and conditions heretofore imposed on said CANDLELIGHT HILLS, SECTION FIVE, by instrument dated January 4, 1979, and filed in the Real Property Records of Harris County, Texas, under County Clerk's File No. F914695, as follows, to-wit:

Sections 3:1 and 3:13 - RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS are hereby amended to read as follows:

3:1 - All lots shall be used only for residential purposes and the term "residential purposes" as used herein shall exclude hospitals, clinics, hotels, duplex houses, apartment houses, motels, boarding houses, or any commercial or professional uses, whether from houses, residences or otherwise, whether or not such uses are only incidental to the use for residential purposes, and all such uses of said property are hereby expressly prohibited. Provided however, that each builder or group of builders erecting houses in CANDLELIGHT HILLS SUBDIVISION may maintain a sales office in CANDLELIGHT HILLS SECTION FIVE for the purpose of selling new and previously unoccupied houses in CANDLELIGHT HILLS SUBDIVISION, No such office shall be maintained within CANDLELIGHT HILLS, SECTION FIVE for the resale of previously occupied houses.

186-91-1683

3:13 - No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the merits of the property for sale or rent and one sign of not more than five square feet used by the builder to advertise the property during the construction and sales period.

IN WITNESS WHEREOF the undersigned have executed this Amendment this 4th day of June, A.D., 1981

T. D. Gardner, Trustee
T. D. GARDNER, TRUSTEE

J. O. HOLMES, INC.

ATTEST:

Katie Miller
Asst. Secretary

By: J. O. Holmes
President

R. S. PETERS BUILDING COMPANY, INC.

ATTEST:

Helen Bayne
Asst. Secretary

By: R. S. Peters
President

THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared T. D. GARDNER, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of June, A.D., 1981.

FILED
JUN 4 1 45 PM 1981
Katie Raderman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Nina Olvera
Notary Public in and for
Harris County, Texas
My commission expires
3-15-84

NINA OLVERA
My Commission Expires
3-15-1984

166-91-1684

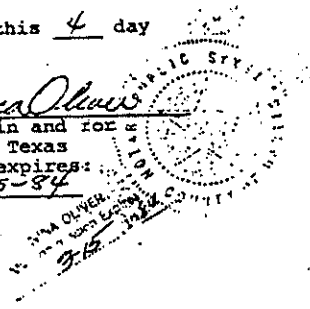
THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of June, A.D., 1981.

Uma Oliver
Notary Public in and for
Harris County, Texas
My commission expires:
3-15-84



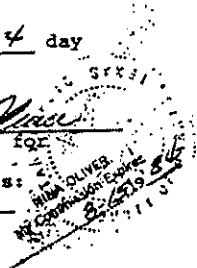
THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared R. S. Peters, the President of R. S. PETERS BUILDING COMPANY, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of June, A.D., 1981.

Uma Oliver
Notary Public in and for
Harris County, Texas
My commission expires:
3-15-84



STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this 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

JUN 4 1981



John L. Linder
COUNTY CLERK,
HARRIS COUNTY, TEXAS

T. D. Linder
3431 Cantelway
Spring Texas
74873