

# Restrictive Covenant Agreement

011-32-0655

GAC 9636642 43 PGS

The State of Texas  
County of Galveston

Whereas, the property owners recorded in the Deed Records of Galveston County are owners of a subdivision known as:

Imperial Gardens, situated in the Friendswood Subdivision of the J. R. Williams or Sarah McKissick tract of land situated in Galveston County, Texas, described as follows:

Tract 1: Part of Lots 2, 3, 4, 5, 6, 7, 8, and 9, in Block 3 of Friendswood, out of the Sarah McKissick League, in Galveston County, Texas, more particularly described by metes and bounds as follows: BEGINNING at a point in the centerline of Coward's Creek, which point is in the Southwest line of Lot 4, Block 3, Friendswood, Sarah McKissick League, Galveston County, Texas, said line being also the Southwest line Lot 4, Block 3, Friendswood, Sarah McKissick League, Galveston County, Texas, said line being also the Southwest line of the Subdivision known as "Friendswood" in said League in said County and said Southwest line of said Lot 4 being 660 feet from and parallel to the Northeast line of said Lot 4: THENCE from said beginning point, South 45° East, along the Southwest line of said Friendswood Subdivision and along the Southwest line of Lots 4, 5, 6, and 7 of Friendswood, a distance of 2156.4 feet to a point for corner at the intersection of said Southwest line with the Northwest line of a 40 foot road abutting said Lot 7 on the Southwest side thereof: THENCE North 45° East, along the Northwest line of said 40 foot road abutting Lots 7, 8, and 9, said Block 3, a distance of approximately 1845 feet to the centerline of Coward's Creek; THENCE in a Northwesterly; THENCE Northeasterly direction, along and with the meanders of the centerline of Coward's Creek to the point of intersection of said Creek with the Northeast line of said Lot 9, said point of intersection being approximately 1270 feet South 45° East from the North corner of said Lot 9; THENCE North 45° West, along the Northeast line of said Lot 9, a distance of approximately 130 feet to again intersect the centerline of Coward's Creek; THENCE in a Southwesterly; THENCE Northwesterly direction, along and with the meanders of the centerline of Coward's Creek, a distance of approximately 240 feet to a point which is South 45° East 990 feet and South 45° West approximately 100 feet from the North corner of said Lot 9; THENCE North 45° East, parallel with and 990 feet perpendicularly distant Southeast from the Northwest line of said Lot 9, a distance of approximately 100 feet to a point for corner in the Northeast line of said Lot 9; THENCE North 45° West, along the Northeast line of said Lot 9, at approximately 255 feet, across Coward's Creek, in all a distance of approximately 857 feet to again intersect the centerline of Coward's Creek; to the place of beginning, excepting therefrom a 60 foot dedicated road which said road is recorded in Volume 1427, Page 126, in the Office of the County Clerk of Galveston County, Texas.

LESS AND EXCEPT, however, all mineral and royalty reservations, and easements, shown of record.

Tract 2: All that certain tract or parcel of land in the Sarah McKissick or J. R. Williams League in Galveston County, Texas, described by metes and bounds as follows: Commencing at the South corner of Lot 9, Block 3, of Friendswood, in the Sarah McKissick or J. R. Williams League, Galveston County, Texas, which point is the intersection of the centerline of a 40 foot road between Lots 7, 8, 9, and 10 or said Block 3, Friendswood on the one hand and the Harvey and Stout Subdivision of part of Block 5, Friendswood on the other hand, with the centerline of a 40 foot road lying between Lots 2 and 3 of said Harvey and Stout Subdivision; THENCE North 45° East along the centerline of the first mentioned 40 foot road, a distance of 41.82 feet to the

beginning point of that portion of said road herein described, said part being on the Easterly line of a 60 foot County Road recently dedicated to the Public; THENCE from said beginning point, North 20° 52' 50" West along the Easterly line of said 60 foot County Road, a distance of 21.92 feet to a point in the Northwest line of said first mentioned 40 foot road; THENCE North 45° East, along the Northwest side of said road, a distance approximately 472 feet to the centerline of Coward's Creek, THENCE in a Southeasterly direction, along the meanders of the centerline of Coward's Creek, a distance of approximately 22 feet to a point in the centerline of said 40 foot road; THENCE South 45° West, along the centerline of said road, a distance of approximately 485 feet to the place of beginning.

LESS AND EXCEPT, however, all mineral and royalty reservations, and easements, shown of record;

with the plat of said subdivision having been filed for record in the office of the County Clerk of Galveston County, Texas, under Clerk's Book No. 254-A, Page 88; and

WHEREAS, in order to fully protect the interest of current and future owners of lots in said subdivision and in order to maintain said property as a highly restricted residential subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That current owners of all lots in Imperial Gardens Subdivision do hereby adopt and agree upon the following covenants and restrictions which shall be taken and deemed as covenants to run with the land and they shall be binding upon all current and future parties and persons owning property in said Imperial Gardens Subdivision, to-wit:

- (1) All lots shall be used for residential purposes only. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, hotels and to exclude all commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited.
- (2) No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage either attached or separate from the residence and bona fide servants quarters over the garage.
- (3) The ground area of any residence exclusive of porches, breezeways, patios and garages shall occupy an area of not less than 1500 square feet on lots containing one-half acre or less, nor less than 1800 square feet on lots containing more than one-half acre.
- (4) The exterior walls of all residences shall be at least seventy-five percent brick, brick veneer, stone, stone veneer, concrete or other type masonry construction. Detached garages may be constructed of wood or masonry.
- (5) No building shall be located nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plat. No residence shall be located on any residential building plot nearer than 35 feet to the front line, nor nearer than 12 feet to any side line, nor nearer than 10 feet to the rear lot line nor nearer than 15 feet to any side street line; provided, however, lots having creek frontage shall have a 25 foot setback from the front line and must not be closer to the creek than the drainage and/or navigation easement line. Detached garages shall not be nearer than 10 feet to the rear lot line and not nearer than 12 feet to side lot line. All improvements shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage.
- (6) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.
- (7) Bridges constructed over property line ditches shall be concrete pipe and of a size of not less than 18 inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded.

- (8) No water well, septic system or cesspool shall be permitted.
- (9) No fence, wall, hedge, nor any pergola or other detached structure shall be erected, grown, or maintained on any part of any lot forward of the front of the building line of said lot.
- (10) All private driveways must be constructed of concrete; this is meant to include all driving or parking areas connecting garage or parking facilities with the main streets. Driveways attached to easements along Sunset Drive are exempt.
- (11) No trailer, basement, tent, garage, or other outbuilding erected on the tract shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (12) No sign of any kind shall be displayed for more than two weeks to the public view except one sign of not more than five square feet, advertising the property for sale. Political signs and signs announcing garage sales are permitted if displayed for less than two weeks.
- (13) All lots must be kept clean of rubbish, fallen limbs or trash of all kinds and clear of underbrush and unsightly weeds so as not to distract from developed lots and lawns and to present a pleasant view to both neighbors and guests. Compost piles maintained in appropriate and presentable containers are permitted behind the house lines.
- (14) No lot, nor any part of a lot or easement, including ditches, creek banks, etc. shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes.
- (15) No boats or trailers may be parked in front of the front building line of any lot. No vehicle may be parked on the street in front of said property for longer than twenty-four (24) consecutive hours. Vehicles are prohibited from parking on non-paved areas of the lot.
- (16) No alcoholic beverages or controlled substances as defined by Texas Penal Code shall be sold or offered for sale on any site in this subdivision, nor shall said premises or any part thereof be used for any purposes in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use of, occupancy or possession of any of said site.
- (17) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- (18) The raising or keeping of hogs, poultry, fowl, horses, or of other livestock on any part of the subdivision is strictly prohibited.
- (19) A utility guy line easement is hereby retained on all lots where one may be necessary, with said easement to extend from the corner of said lot along the side lot line a distance of 35 feet and shall be 1-1/2 feet in width.
- (20) These covenants, restrictions and conditions shall extend to and be binding upon all purchasers on lots in said Imperial Gardens Subdivision until April 1, 2014, provided that same may be altered, amended and changed at any time by a written instrument duly executed and acknowledged by vote of a majority of the record lot owners in this subdivision (provided, however each lot shall only have one vote regardless of the number of record owners) and recorded in the Deed Records of Galveston County, Texas. This vote shall be by signed ballot and ballots shall be maintained for a period of not less than five (5) years from date of vote. The said covenants, restrictions and conditions shall continue in full force and effect, subject to the aforesaid right of amendment, alteration of change, for successive ten year periods unless the majority of the record lot owners in said entire Imperial Gardens Subdivision shall, by the procedure outlined above, elect to terminate the same.
- (21) Invalidity of any of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect. Failure to take action or to enforce any of these restrictions shall not be a waiver of the right to take action against other violations.

(22) Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgagee, trustee, or grantor, under any such mortgage or deed of trust, outstanding against said property at the time that the easements, agreements, restrictions, or covenants may be violated.

(23) (a) **Date of Commencement and rate of Annual Assessment: Due Dates.**

The annual assessments provided for herein shall commence as to all Lots in Imperial Gardens, on the first day of April each year. The annual maintenance charge shall not exceed \$150.00 (ONE HUNDRED FIFTY AND NO/100 DOLLARS) per lot, for the purpose of creating a fund known as the Imperial Gardens Maintenance Fund, to be paid by the then owner of each lot in conjunction with the like charges to be paid by the owners of the other lots in Imperial Gardens. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U. S. first class mail) to every Owner subject thereto. The payment dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association judgment has a legitimate reason for requesting same. An annual balance sheet of this fund will be made available upon request to each owner of property in Imperial Gardens Subdivision the Board of Directors of the Association.

(b) **Effect of Nonpayment of Assessments: Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date (April 1st) shall bear interest from the due date until paid at the rate of ten (10%) percent per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the pool and park or abandonment of his lot.

(c) **Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage 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.

(d) **Annual Audit**

All records will be audited annually.

(24) **Owner's Easement of Enjoyment.**

Every Owner shall have a right and easement of enjoyment in and to the Park and Pool Area, if, any, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the recreational facility by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of the Association's published rules and regulations.

(b) The right of the Association to dedicate or transfer all or any part of the Park/Pool Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall become effective unless

an instrument signed by two-thirds (2/3) of all owners agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Galveston County, Texas.

(c) The right of the Association to collect and disburse those funds as set forth previously.

**(25) Imperial Garden's Board of Directors membership and responsibilities.**

(a) The Board of Directors of the Association (hereafter referred to as the Board) shall consist of (7), elected residents of Imperial Gardens Subdivision. Board members shall serve for rotating periods of two years, provided that no elected Board member may serve more than one term without break in service. Appointed members may not run for election at the end of that term. Some members shall be replaced each year by a simple majority of all owners who vote at a general meeting of property owners in Imperial Gardens Subdivision (provided, however, each lot shall have only one vote regardless of the number of record owner). Such election shall be conducted by said Board. Vacancies will be filled by appointment of said Board for an unexpired term.

(b) The funds so collected through said annual maintenance charge shall be administered by said above mentioned Imperial Gardens Board of Directors and the decision of said Board shall be final so long as same are made in good faith. So far as they may be sufficient, said funds shall be applied toward the payment of the maintenance of park, pool and entrances to Subdivision. The annual maintenance charge entitles all home-owners/residents, with no delinquent fees, use of the pool facilities subject to the pool rules and regulations. The Board shall have jurisdiction over the operation of the pool. The decision of said Board of Directors shall be final as to what services may be rendered, with the Board in turn to be governed by the availability of funds and by their own decisions as to what is most necessary or desirable to be of the greatest general benefit to the owners or occupants of Imperial Gardens Subdivision. In the event of a stalemate on the board, matters will be presented to all the owners for a vote and a decision will be made by a simple majority of all owners who vote.

(c) These annual maintenance charges shall continue for a period of fifteen (15) years from date of filing restrictions, and then shall continue for successive five (5) year periods, until a majority of the record owners shall file an instrument with the County Clerk of Galveston County, Texas, agreeing to the abandonment of such charges (provided, however, each lot shall have one vote regardless of the number of record owners).

(d) If current or future owners of property in Imperial Gardens Subdivision shall violate or attempt to violate any of the covenants herein, then any owner of property in Imperial Gardens Subdivision may request the Board of Directors to initiate any proceedings at law or in equity against said person or persons violating or attempting to violate any covenants, either to restrain or enjoin, such violation(s) or, to seek damages for such violation(s). The Board is empowered to act on behalf of any owner or occupant, or any group of owners or occupants, to enforce the preceding deed restrictions. If a violation becomes known by the Board, the Board will engage in the following steps, in order to redress the violation: (1) the violator will be notified by mail of the violation, and requested to correct the violation within two weeks; (2) if corrective action is not taken within two weeks, the violator will be notified by certified mail of the violation and again requested to take corrective action within two weeks; (3) if these measures do not result in correction of the violation, the Board is charged with initiating action, legal or otherwise, with costs to be referred to the owner for payment.

Date of revised restrictions --- August 1995

Signature: Evelyn B. Newman  
Name: EVELYN B. NEWMAN  
Address: 503 FALLING LEAF  
Lot #, or other reference: 12

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on 10-6, 19 95 by

EVELYN B. NEWMAN



Notary Public in and for the  
State of Texas  
My commission expires

6-19, 19 96

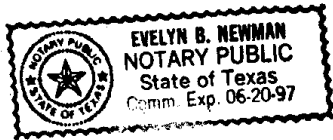
Signature: Jerry Stone  
Name: JERRY STONE  
Address: 414 FALLING LEAF  
Lot #, or other reference: 7

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on Oct 7, 19 95 by

Jerry Stone

Evelyn B. Newman



Notary Public in and for the  
State of Texas  
My commission expires

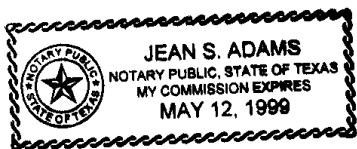
June 20, 19 97

Signature: Ken R. Schubert  
Name: Ken R. Schubert  
Address: 510 misty lane  
Lot #, or other reference: 81

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on August 2, 1996 by  
Ken R. Schubert

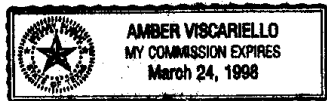


Jean S. Adams  
Notary Public in and for the  
State of Texas  
My commission expires  
May 12, 1999

Signature: Ron Pratt  
Name: RONALD J. PRATT  
Address: 604 LINKWOOD, FRIENDSWOOD, TX 77546  
Lot #, or other reference: 94

STATE OF TEXAS

COUNTY OF GALVESTON



This instrument was acknowledged before me on January 13, 1996 by  
Ron Pratt

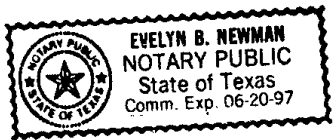
Amber  
Notary Public in and for the  
State of Texas  
My commission expires  
March 24, 1998

Signature: [Handwritten Signature]  
Name: DAN BEASLEY  
Address: 602 MIZZY LN  
Lot #, or other reference: LOT 85

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on 10/7, 1995 by  
~~Evelyn B. Newman~~ <sup>EW</sup> DAN BEASLEY.

Evelyn B. Newman



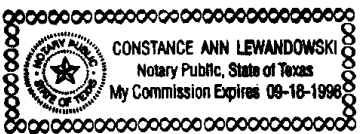
Notary Public in and for the  
State of Texas  
My commission expires  
June 20, 1997.

Signature: Ellen Conner  
Name: Ellen Conner  
Address: 517 Fairdale Friendswood TX 77546  
Lot #, or other reference: 68

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on January 30, 1996 by  
Ellen Conner

Constance Ann Lewandowski



Notary Public in and for the  
State of Texas  
My commission expires  
09/18, 1996

8

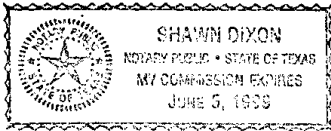


Signature: William C. Hoffman  
Name: WILLIAM C. HOFFMAN  
Address: 505 MISTY LANE  
Lot #, or other reference: 114

STATE OF TEXAS

COUNTY OF GALVESTON HARRIS

This instrument was acknowledged before me on Sept 26, 1995 by  
William C. Hoffman



[Signature]

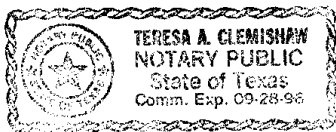
Notary Public in and for the  
State of Texas  
My commission expires  
June 5, 1999.

Signature: Brian Darnell  
Name: Brian Darnell  
Address: 513 Misty Lane  
Lot #, or other reference: 110

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on October 6, 1995 by  
Brian Darnell



[Signature]

Notary Public in and for the  
State of Texas  
My commission expires  
9-28, 1996

9

Signature: Chris D. Perner  
Name: Chris D. Perner  
Address: 506 Fairdale  
Lot #, or other reference: 46

STATE OF TEXAS

COUNTY OF GALVESTON

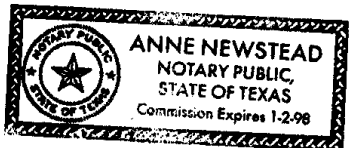
This instrument was acknowledged before me on 26 June, 1996, by

CHRIS D. PERNER

Anne Newstead

Notary Public in and for the  
State of Texas

My commission expires 1/2/98, 19  



011-32-0665

Signature: Thomas Farmer  
Name: THOMAS FARMER  
Address: 405 FALLING LEAF  
Lot #, or other reference: 41

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on Nov. 8, 19 95 by

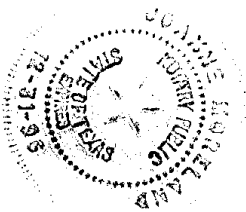
Thomas Farmer

Joanne Moreland

Joanne Moreland  
Notary Public in and for the  
State of Texas

My commission expires

12/31/96, 19 96



011-32-0666

Signature: Vivian S. Pollack  
Name: Vivian S. Pollack  
Address: 524 FAERDALE ST.  
Lot #, or other reference: 55

STATE OF TEXAS  
COUNTY OF GALVESTON

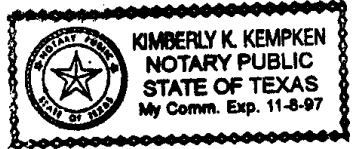
This instrument was acknowledged before me on June 6 1996 by  
Vivian S. Pollack

Kimberly K. Kempken

Notary Public in and for the  
State of Texas

My commission expires

11-8 1997



011-32-0667

Signature: Bruce E Mizell  
Sidney H. Mizell

Name: BRUCE E. MIZELL / SIDNEY H. MIZELL

Address: 419 FALLING LEAF

Lot #, or other reference: IMPERIAL GARDENS Lot 34

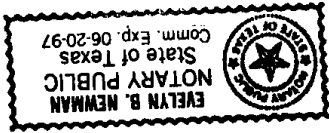
STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on Oct 7, 19 95 by

Bruce E. Mizell

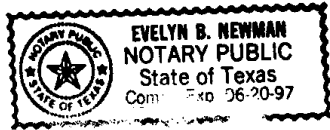
Evelyn B. Newman



Notary Public in and for the  
State of Texas

My commission expires

June 20, 19 97



Signature: Rebecca Hornstad

Name: Rebecca Hornstad

Address: 612 Falling Leaf, Friendswood, TX 77546

Lot #, or other reference: 23

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on October 18, 19 95 by

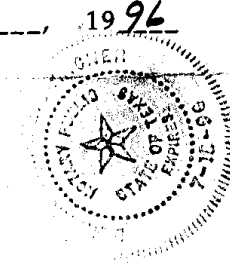
Rebecca Hornstad

Nelari Metzger Archer

Notary Public in and for the  
State of Texas

My commission expires

7-18, 19 96



Signature: Quinn L. Carelock

Name: QUINN L. CARELOCK

Address: 500 PAULINGDALE/FRIENDSWOOD; TX.

Lot #, or other reference: 15

STATE OF TEXAS

COUNTY OF GALVESTON

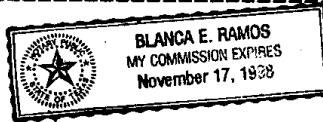
This instrument was acknowledged before me on 14th Oct, 19 95 by

Quinn L. Carelock

Blanca E. Ramos

Notary Public in and for the  
State of Texas  
My commission expires

19 95



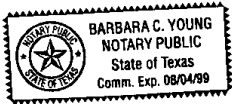
011-32-0670

Signature: Betty F. Plank  
Name: BETTY F. PLANK  
Address: 608 LINKWOOD  
Lot #, or other reference: 96

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on September 30<sup>th</sup>, 1995 by  
Betty F. Plank

Barbara C. Young



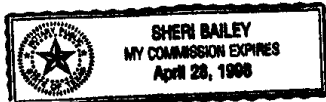
Notary Public in and for the  
State of Texas  
My commission expires 08-04, 1999

Signature: Amber U  
Name: Amber Viscariello  
Address: 603 Linkwood  
Lot #, or other reference: Block 99 section 1

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on September 26, 1995 by  
Amber Viscariello

Sheri Bailey



Notary Public in and for the  
State of Texas  
My commission expires April 28, 1998



Signature: Coyleen Schmitt 011-32-0671  
Name: Coyleen Schmitt  
Address: 503 Fairdale Friendswood, Tx 77546  
Lot #, or other reference: 75

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on October 23 1995 by  
Coyleen Schmitt

Kimberly Williams  
Notary Public in and for the  
State of Texas  
My commission expires  
11.8. 1997.



011-32-0672

Signature: William E. Fenner

Name: WILLIAM E. FENNER

Address: 609 FAIRDALE ST.

Lot #, or other reference: 61

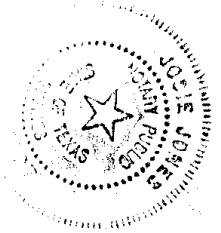
STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on 10/12, 19 95 by  
William E. Fenner.

Josie Jones

Notary Public in and for the  
State of Texas  
My commission expires

10/30, 1997

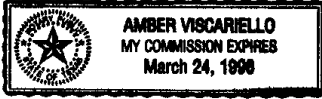


Signature: William E. McAllum  
Name: William E. McAllum  
Address: 601 Falling Leaf  
Lot #, or other reference: 29

011-32-0673

STATE OF TEXAS, COUNTY OF GALVESTON

This instrument was acknowledged before me on January 11, 1996 by William McAllum

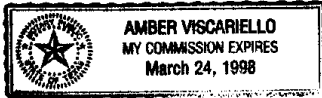


Amber U  
Notary Public in and for the State of Texas  
My commission expires March 24, 1998

Signature: S.B. Hixon (Decline)  
Name: S.B. Hixon  
Address: 504 Misty Ln. Friendswood  
Lot #, or other reference: # 78

STATE OF TEXAS, COUNTY OF GALVESTON

This instrument was acknowledged before me on January 11, 1996 by S.B. Hixon

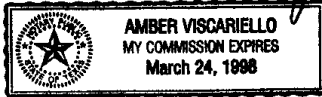


Amber U  
Notary Public in and for the State of Texas  
My commission expires March 24, 1998

Signature: Kathryn C. Foss  
Name: KATHRYN C. FOSS  
Address: 507 FAIRDALE, FRIENDSWOOD  
Lot #, or other reference: 73

STATE OF TEXAS, COUNTY OF GALVESTON

This instrument was acknowledged before me on January 11, 1996 by Kathryn C. Foss

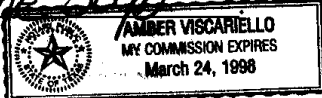


Amber U  
Notary Public in and for the State of Texas  
My commission expires March 24, 1998

Signature: Jeanne Seyb  
Name: Jeanne Seyb  
Address: 502 Fairdale  
Lot #, or other reference: 44

STATE OF TEXAS, COUNTY OF GALVESTON

This instrument was acknowledged before me on January 11, 1996 by Jeanne Seyb



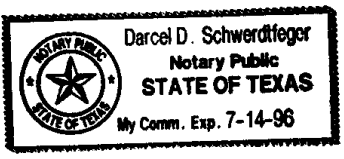
Amber U  
Notary Public in and for the State of Texas  
My commission expires March 24, 1998

Signature: *Charles H. Greene* 011-32-0674  
Name: ~~Sig Fairdale~~ C.H. Greene  
Address: Sig Fairdale  
Lot #, or other reference: 67 Imperial Gardens

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on November 10, 19 95 by  
Darcel Schwerdtfeger

Darcel D. Schwerdtfeger

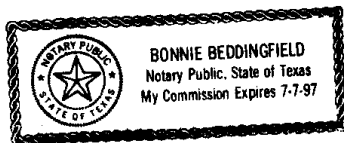


Notary Public in and for the  
State of Texas  
My commission expires  
7-14, 1996

Signature: William C. Walsh 011-32-0675  
Name: WILLIAM C. WALSH  
Address: 809 FERRISTVIEW  
FRIENDS WOOD, TEXAS  
Lot #, or other reference: 106

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on December 18, 1995 by  
William C. Walsh

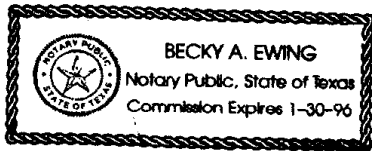


Bonnie Beddingfield  
Notary Public in and for the  
State of Texas  
My commission expires  
7-7-97, 1997

Signature: Kenneth B. Gilbreath  
Name: KENNETH B. GILBREATH  
Address: 606 W. CASTLEWOOD AVE  
Lot #, or other reference: 102

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on Oct 2nd, 1995 by  
Kenneth B. Gilbreath



Becky A. Ewing  
Notary Public in and for the  
State of Texas  
My commission expires  
1/30, 1996

011-32-0676

Signature: *Jimmy M. Holland*

Name: Jimmy M. Holland

Address: P.O. Box 102; 506 Misty, Friendswood, Texas 77546

Lot #, or other reference: 79

STATE OF TEXAS

COUNTY OF GALVESTON

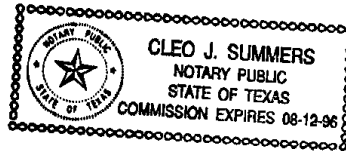
This instrument was acknowledged before me on 19<sup>th</sup> Jan. 19 96 by

*Jimmy M. Holland*

*Cleo J. Summers*

Notary Public in and for the  
State of Texas

My commission expires August 12, 1996

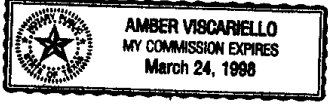


Signature: Richard H. Koos  
Name: RICHARD H. KOOS  
Address: 510 FAIRDALE  
Lot #, or other reference: #48

011-32-0677

STATE OF TEXAS, COUNTY OF GALVESTON

This instrument was acknowledged before me on January 11, 1996 by Richard H. Koos

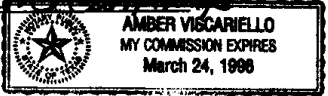


Amber U  
Notary Public in and for the State of Texas  
My commission expires March 24, 19 98

Signature: Edna Marie Cummings  
Name: Edna Marie Cummings  
Address: 502 Misty Lane  
Lot #, or other reference: 77

STATE OF TEXAS, COUNTY OF GALVESTON

This instrument was acknowledged before me on January 11, 1996 by Edna Marie Cummings

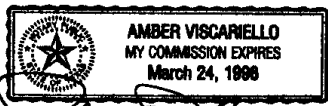


Amber U  
Notary Public in and for the State of Texas  
My commission expires March 24, 19 98

Signature: Karen Devescovi  
Name: KAREN DEVESCOVI  
Address: 422 FALLING LEAF  
Lot #, or other reference: 11

STATE OF TEXAS, COUNTY OF GALVESTON

This instrument was acknowledged before me on January 11, 1996 by Karen Devescovi

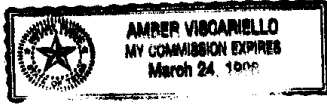


Amber U  
Notary Public in and for the State of Texas  
My commission expires March 24, 19 98

Signature: Richard D. Snyder  
Name: Richard D. Snyder  
Address: 602 Castwood  
Lot #, or other reference: 124

STATE OF TEXAS, COUNTY OF GALVESTON

This instrument was acknowledged before me on January 11, 1996 by Richard D. Snyder



Amber U  
Notary Public in and for the State of Texas  
My commission expires March 24, 19 98

Signature: Ruby Reviere 011-32-0678  
Name: Ruby Reviere  
Address: 521 Fairdale  
Lot #, or other reference: #60

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on September 28, 19 95 by  
Ruby Reviere

Kathryn Lain



Notary Public in and for the  
State of Texas  
My commission expires  
9-13-, 19 95

Signature: V. L. Jefford, Jr.  
Name: V. L. Jefford, Jr.  
Address: 607 Misty Lane, Friendswood, Texas 77546  
Lot #, or other reference: 89

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on November 6, 19 95 by  
V. L. Jefford, Jr.

Suzanne Provenzano



Notary Public in and for the  
State of Texas  
My commission expires  
August 21, 19 97



011-32-0679

Signature: Charles W. Yodzis

I VOTE TO REJECT THE REVISIONS TO THE DEED RESTRICTIONS.

Name: CHARLES W. YODZIS

Address: ALL FALLING LEAF

Lot #, or other reference: 38

1. THESE RESTRICTIONS SHOULD HAVE BEEN SENT TO THE OWNERS FOR REVIEW AND RECOMMENDED CHANGES REQUESTED.  
2. I AM NOT CONFIDENT THAT THE OWNER'S ACKNOWLEDGED SIGNATURES WILL BE RECORDED AT THE GALVESTON COUNTY COURTHOUSE.

COUNTY OF GALVESTON

This instrument was acknowledged before me on October 13, 1995 by

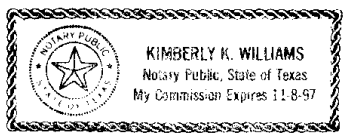
Charles W. Yodzis

Kimberly K. Williams

Notary Public in and for the State of Texas

My commission expires

11-8-97, 1997.



011-32-0680

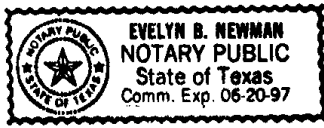
Signature: [Signature]  
Name: HARRY P. MORGAN  
Address: 406 FALLING LEAF  
FRIENDSWOOD, TX 77546  
Lot #, or other reference: Lot #3

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on Nov. 5, 19 95 by

HARRY P. MORGAN

[Signature]



Notary Public in and for the  
State of Texas  
My commission expires

June 20, 19 97

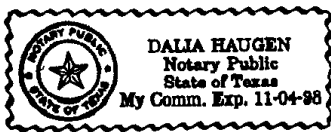
Signature: [Signature]  
Name: RENE TREVIÑO  
Address: 412 Falling Leaf  
P.O. Box 816 FRIENDSWOOD, TX 77549  
Lot #, or other reference: 6

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on October 9th, 19 95 by

Rene Trevino

[Signature]



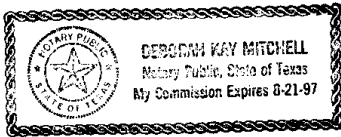
Notary Public in and for the  
State of Texas  
My commission expires

November 4, 19 98

Signature: William E. LeBlanc 011-32-0681  
Name: WILLIAM E. LeBlanc  
Address: 601 MISTY LANE  
Lot #, or other reference: Lot # 92

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on October 11th 19 95 by  
William E. LeBlanc



Deborah Kay Mitchell  
Notary Public in and for the  
State of Texas  
My commission expires  
8/21, 19 97

Signature: Walter E. Schoppa  
Name: WALTER E. SCHOPPA  
Address: 605 LINKWOOD  
Lot #, or other reference: 98

STATE OF TEXAS  
COUNTY OF ~~GALVESTON~~ Harris

This instrument was acknowledged before me on November 1 19 95 by  
Walter E. Schoppa



Patricia M. Baggett  
Notary Public in and for the  
State of Texas  
My commission expires  
April 17, 19 99

011-32-0682

Signature: *Errol G. Rollen*

Name: ERROL G. ROLLEN

Address: 606 MISTY LANE FRIENDSWOOD, TEXAS

Lot #, or other reference: 87

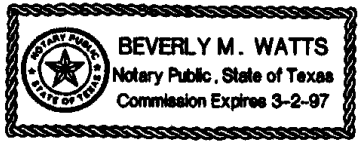
STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on 28th of September, 19 95 by

Errol G. Rollen

*Beverly M. Watts*

Notary Public in and for the  
State of Texas  
My commission expires  
March 2, 19 97.



FOR  
 AGAINST ADOPTION OF THIS AGREEMENT.

Signature: Stephen Lippold

Name: STEPHEN LIPPOLD

011-32-0683

Address: 509 MISTY LANE, Friendswood

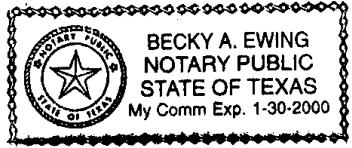
Lot #, or other reference: 112

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on 12 Jan 19 96 by  
Stephen Lippold

Becky A Ewing



Notary Public in and for the  
State of Texas  
My commission expires 1/30 2000  
19

011-32-0684

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot #, or other reference: \_\_\_\_\_

*[Handwritten Signature]*  
KNUT ANDREASSEN  
807 FORESTVIEW, Friendswood, TX 77546

107

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on Dec 8th, 19 95 by

Knut Andreassen

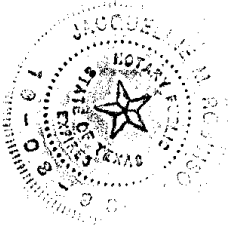
*[Handwritten Signature]*

Notary Public in and for the  
State of Texas

My commission expires

10/8/98

19



Signature: Ted L. Thomas  
Name: TED L. THOMAS  
Address: 515 FAIRDALE  
Lot #, or other reference: 69

STATE OF TEXAS  
COUNTY OF GALVESTON

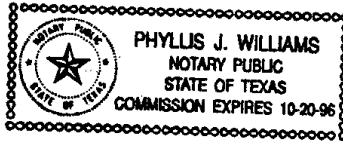
This instrument was acknowledged before me on November 7, 19 95 by

Ted L. Thomas

Phyllis J. Williams

Notary Public in and for the  
State of Texas

My commission expires  
10/20/96, 1996.



011-32-0686

Signature: [Signature]  
Name: Robert T. Everline  
Address: 507 Falling Leaf Dr.  
Friendswood, TX 77546  
Lot #, or other reference: lot # 30

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on October 23, 1995 by  
Robert T. Everline



[Signature]  
Notary Public in and for the  
State of Texas  
My commission expires 3/5, 1996

Signature: [Signature]  
Name: CELSO SERETTI  
Address: 503 FALLING LEAF DR  
Lot #, or other reference: 32

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on May 31<sup>st</sup>, 1996 by  
CHRISTINE HARDING APPEARED CELSO SERETTI



[Signature]  
Notary Public in and for the  
State of Texas  
My commission expires 9/27, 1998

32

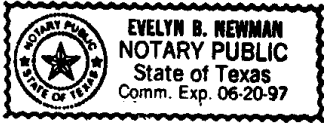


Signature: Ralph A. Clausen  
Name: RALPH A Clausen  
Address: 610 FALLING LEAF  
Lot #, or other reference: # 22

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on Oct 7, 19 95 by  
Ralph A. Clausen

Evelyn B. Newman



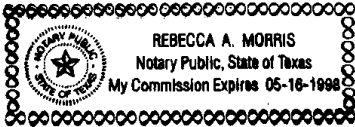
Notary Public in and for the  
State of Texas  
My commission expires  
June 20, 19 97 &N

Signature: Marjorie L. Snell  
Name: Marjorie L. Snell  
Address: 603 Falling Leaf Dr.  
Lot #, or other reference: 28

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on OCTOBER 5, 19 95 by  
MARJORIE L. SNELL

Rebecca Morris



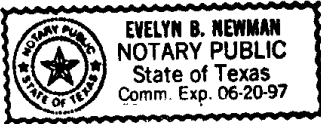
Notary Public in and for the  
State of Texas  
My commission expires  
May 16, 19 98

Signature: James A Lawrence  
Name: JAMES A LAWRENCE  
Address: 403 FALLING LEAF, FRIENDSWOOD, TX  
Lot #, or other reference: 42

STATE OF TEXAS  
COUNTY OF GALVESTON

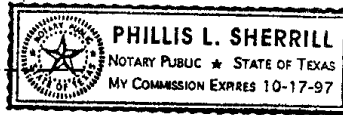
This instrument was acknowledged before me on Oct 7, 19 95 by  
JAMES A. LAWRENCE.

Evelyn B. Newman



Notary Public in and for the  
State of Texas  
My commission expires  
June 20, 19 97

Signature: Milton L Windler  
Name: MILTON L. WINDLER  
Address: 516 FAIRDALE  
Lot #, or other reference: #51



STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on 10-10, 19 95 by  
MILTON L. WINDLER.

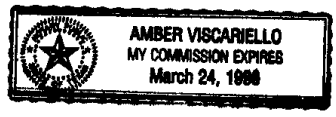
Phillis L. Sherrill

Notary Public in and for the  
State of Texas  
My commission expires  
10-17, 19 97

Signature: Carolyn B. Fitzgerald 011-32-0689  
Name: CAROLYN B. FITZGERALD  
Address: 415 FALLING LEAF  
Lot #, or other reference: 36

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on February 19 1996 by  
Carolyn B. Fitzgerald  
Amber

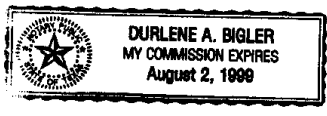


Notary Public in and for the  
State of Texas  
My commission expires March 24 1998

Signature: Christopher P. Carney  
Name: CHRISTOPHER P. CARNEY  
Address: 501 FALLING LEAF  
Lot #, or other reference: 33

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on November 29 1995 by  
Christopher P. Carney



Durlene A. Bigler  
Notary Public in and for the  
State of Texas  
My commission expires August 2 1999

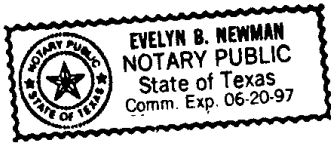
Signature: James R. Spurger 011-32-0690  
Name: James R. Spurger  
Address: 522 Fairdale, Friendswood Tx 77546  
Lot #, or other reference: #54

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on Oct 7, 1995 by

JAMES R. SPURGER

Evelyn B. Newman



Notary Public in and for the  
State of Texas  
My commission expires  
June 20, 1997

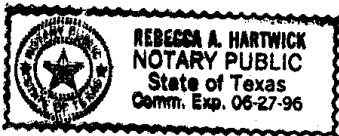
Signature: Arthur A. Krumm & Nelda F. Krumm  
Name: Arthur A. Krumm  
Address: 518 Fairdale  
Lot #, or other reference: 52

STATE OF TEXAS  
COUNTY OF GALVESTON Austin

This instrument was acknowledged before me on October 16, 1995 by

Arthur A. & Nelda F. Krumm

Rebecca A. Hartwick

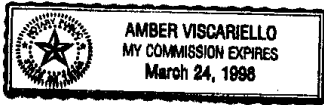


Notary Public in and for the  
State of Texas  
My commission expires  
06-27, 1996 36

Signature: *David T. Myles, Jr.* 011-32-0691  
Name: DAVID T. MYLES, JR.  
Address: 508 FAIRDALE  
Lot #, or other reference: 47

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on June 25 19 96 by  
David T. Myles, Jr.

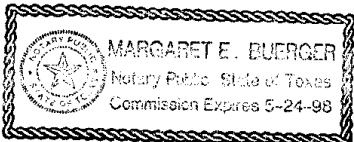


*Amber V*  
Notary Public in and for the  
State of Texas  
My commission expires  
3-24 19 98

Signature: *Julia L. Jones* *Julia L. Jones*  
Name: Julia L. Jones  
Address: 520 Fairdale Friendswood Tx 77546  
Lot #, or other reference: 53

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on November 29 1995 by  
Julia L. Jones



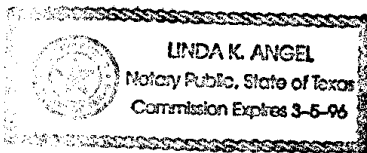
*Margaret E. Buerger*  
Notary Public in and for the  
State of Texas  
My commission expires  
5-24 1998

Signature: C.R. Harper 011-32-0692  
Esther D. Harper  
Name: C.R. - ESTHER D. HARPER  
Address: 510 FALLING LEAF LANE, FRIENDSWOOD, TX 77546  
Lot #, or other reference: 16

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on OCTOBER 27, 1995 by  
C.R. HARPER AND ESTHER D. HARPER

Linda K. Angel



Notary Public in and for the  
State of Texas  
My commission expires  
MARCH 5, 1996.

Signature: William M. Anderson  
Name: WILLIAM M. ANDERSON  
Address: 506 FALLING LEAF  
Lot #, or other reference: ABST 151 PG 6 LOT 1A

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on NOV. 13th, 1995 by  
William M. Anderson



Marilyn Zarate  
Notary Public in and for the  
State of Texas  
My commission expires  
8-1, 1998 38

Signature: Charles N. Campbell 011-32-0693

Name: Charles N. Campbell

Address: 607 Fairdale, Friendswood, Texas 77546

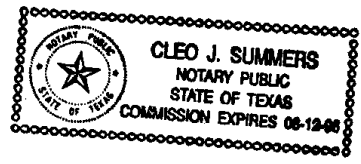
Lot #, or other reference: Lot (Sixty-two) 62 of Imperial Gardens

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on November 24, 19 95 by  
Charles N. Campbell

Cleo J. Summers

Notary Public in and for the  
State of Texas  
My commission expires  
August 12, 19 96

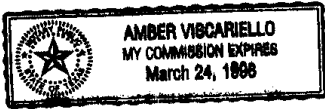


Signature: Kenneth L. Suit  
Name: Kenneth L. Suit  
Address: 602 Fairdale  
Lot #, or other reference: 56

011-32-0694

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on June 27, 1996 by  
Kenneth L. Smith



Amber U  
Notary Public in and for the  
State of Texas  
My commission expires  
March 24, 1998

Signature: Charles F. Zetka  
Name: Charles F. & Shirley S. Zetka  
Address: 610 Fairdale - Friendswood, Tx. 77546

Lot #, or other reference: 60 & SW 10' LT 59 Abst 151 Imp. Gardens  
610 Fairdale - Friendswood, Tx. 77546

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on Dec 8, 1995 by  
Clean Lake Matt Bank of



Cathy L. Fontenot  
Notary Public in and for the  
State of Texas  
My commission expires  
1-30, 1999

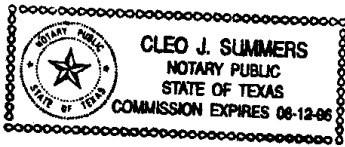


Signature: Dorothy J. Campbell  
Name: DOROTHY J. CAMPBELL  
Address: 601 FAIRDALE, FWD, TX 77546  
Lot #, or other reference: #65

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on 26<sup>th</sup> October, 19 95 by  
DOROTHY J. CAMPBELL

Cleo J. Summers



Notary Public in and for the  
State of Texas  
My commission expires  
8-12, 19 96

Signature: Carolyn S. Williams  
Name: Carolyn S. Williams  
Address: 603 Fairdale  
Lot #, or other reference: 64

STATE OF TEXAS  
COUNTY OF GALVESTON

This instrument was acknowledged before me on Oct. 9<sup>th</sup>, 19 95 by  
Carolyn S. Williams

Clara C. Still

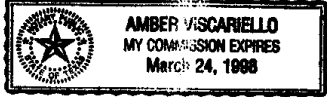


Notary Public in and for the  
State of Texas  
My commission expires  
12-14-, 19 96

Signature: [Signature]  
Name: Herschel M. Slagov  
Address: 516 Misty Ln  
Lot #, or other reference: 84

011-32-0696

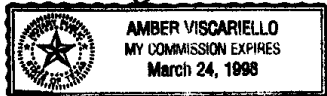
STATE OF TEXAS, COUNTY OF GALVESTON  
This instrument was acknowledged before me on January 11, 1996 by  
Herschel M. Slagov



[Signature]  
Notary Public in and for the State of Texas  
My commission expires March 24, 1998

Signature: [Signature]  
Name: BR Cunningham  
Address: 805 Forestview  
Lot #, or other reference: 108

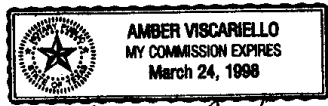
STATE OF TEXAS, COUNTY OF GALVESTON  
This instrument was acknowledged before me on January 11, 1996 by  
Bruce Cunningham



[Signature]  
Notary Public in and for the State of Texas  
My commission expires March 24, 1998

Signature: [Signature]  
Name: W.B. Depew  
Address: 604 Fairdale Rd  
Lot #, or other reference: 57

STATE OF TEXAS, COUNTY OF GALVESTON  
This instrument was acknowledged before me on August 6, 1996 by  
W.B. Depew



[Signature]  
Notary Public in and for the State of Texas  
My commission expires March 24, 1998

Signature: [Signature]  
Name: Ruth R. Velgas  
Address: 607 Falling Leaf  
Lot #, or other reference: 246

STATE OF TEXAS, COUNTY OF GALVESTON  
This instrument was acknowledged before me on August 6, 1996 by  
Ruth R. Velgas

[Signature]  
Notary Public in and for the State of Texas  
My commission expires March 24, 1998

FILED AND RECORDED  
Official Public Records of Real Property

*Patricia Ritchie*

9-4-96 11:17 AM GULIS.M \$105.75 9636642  
Patricia Ritchie - Co. Clerk  
Galveston Co. TX

011-32-0697

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.