

*State*  
**R430223**

**CLARIFICATION INSTRUMENT**

**504-10-0962**

**WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY ("Friendswood") (1) established a Community Services Charge by instrument dated July 29, 1963, and recorded in Volume 5205, Page 384 of the Deed Records of Harris County, Texas ("Services Charge Instrument"), and also (2) promulgated Conditions, Covenants and Restrictions ("Restriction Instruments") which are recorded as set out on Exhibit "A," attached hereto and made a part hereof for all purposes, which Restriction Instruments are applicable to certain portions of land in Harris County, Texas, and**

**WHEREAS, the Services Charge Instrument provides for a forty-year term for the Community Service Charge unless the then owners of the majority of the square foot area of the lots or property in all of said sections paying such charge vote to discontinue such charge and,**

**WHEREAS, all the Restriction Instruments listed on Exhibit "A" contain the following noncontiguous provisions which (1) incorporate the Service Charge Instrument as a part of the Restriction Instrument and (2) state that the covenants in the Restriction Instrument run with the land until an expiration date, with automatic extensions subsequent to that expiration date, except that the original expiration date of the various Restriction Instruments changes from instrument to instrument:**

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**(1) "Reference is hereby made to the Community Services Charge created by that certain instrument executed by Friendswood Development Company and dated July 29, 1963, and recorded in Volume 5205, Page 384, of the Deed Records of Harris County, Texas, and the provisions of such instrument creating said Community Services Charge are hereby incorporated in these restrictions as if set out herein in full. Such provisions shall be binding upon each respective lot and all succeeding owners thereof from and after the delivery of the deed to each such lot, regardless of whether or not such provisions are contained in such deed, and may be enforced as against the owners of such lot in the same manner as the restrictions and covenants herein contained."**

**(2) "These covenants are to run with the land, and shall be binding on Friendswood and its successors and assigns and all persons claiming under them and all subsequent property owners of said above described lands, and any part of same, for a period extending until July 1, 2003, at which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them...."**

**WHEREAS, FRIENDSWOOD wishes to clarify the meaning intended by the above-quoted language from the Restriction Instruments.**

**NOW, THEREFORE, in order to clarify its intention in the first provision quoted above as it relates to the second provision quoted above, Friendswood Development Company does hereby**

**"This document is being recorded as a Courtesy Only by Stewart Title Company without liability, expressed or implied."**

state that the intent of the language set out above was not that the Community Services Charge would expire in 40 years but that the Community Services Charge provisions should run with the land as do the other covenants contained in the Restriction Instruments until the expiration date given in each of the Restriction Instruments, and then should be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots had been recorded agreeing to change said covenant in whole or in part, or to revoke it.

Clear Lake City Community Association, Inc. joins in the execution of this Clarification Instrument to evidence that they have read and understand this instrument, are in agreement with this instrument, and will abide by its terms.

EXECUTED THIS 9<sup>th</sup> DAY OF May, 1995.

FRIENDSWOOD DEVELOPMENT COMPANY

By John E. Walsh, Jr.  
John E. Walsh, Jr.  
President

C21  
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LAW  
9/10  
TRANS.  
ADM.

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

By Harland E. Taylor  
Name Harland E. Taylor  
Title President

6/10

504-10-0966

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

**THE STATE OF TEXAS  
COUNTY OF HARRIS**

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

JUN 8 1995



*Beaully B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

204-10-0966

STATE OF TEXAS

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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 1995, by John E. Walsh, President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Kathy L Berry  
Notary Public, State of Texas



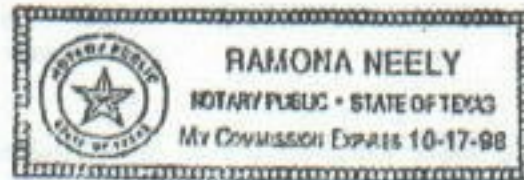
STATE OF TEXAS

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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 15 day of May, 1995, by Harland E. Taylor, President of CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

Ramona Neely  
Notary Public, State of Texas



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05/04/95  
95 JUN -8 PM 12:39  
Beverly B. Kaufman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RETURN TO:  
Friendswood Development Company  
John Hammond  
P. O. Box 2567  
Houston, Texas 77252-2567

CLEAR LAKE COMMUNITY ASSOCIATIONS RESTRICTIONS						
DATE	RC#	F.C.	VOL	PAGE	DESCRIPTION	
5-Sept-83	B752566	95150447	5247	538	Residential DCC&R'S Core A Sect. 1. Covenants Run to 2003 plus successive 10-year periods.	Oakbrook
5-Sept-83	B752567	95150460	5247	549	Residential DCC&R'S Core A Sect. 2. Covenants Run to 2003 plus successive 10-year periods.	Oakbrook
8-Mar-84	B849207	5330628	5441	552	Residential DCC&R'S Core A Sect. 3. Covenants Run to 2003 plus successive 10-year periods.	Oakbrook
6-Mar-84	B849208	5330614	5441	538	Residential DCC&R'S Core A Sect. 4. Covenants Run to 2003 plus successive 10-year periods.	Oakbrook
18-Apr-8	X467795	71391155	6738	310	Residential DCC&R'S Core B Sect. 1. Covenants Run to 2006 plus successive 10-year periods.	Oakbrook West
19-Mar-88	C678392	91310683	7130	428	Residential DCC&R'S Core B Sect. 2. Covenants Run to 2006 plus successive 10-year periods.	Oakbrook West
4-Oct-88	C387049	081-30-1408	6531	168	Residential DCC&R'S Core D Sect. 1. Covenants Run to 2006 plus successive 10-year periods.	Camino South
17-Nov-87	C167788	085-30-0823	7008	112	Residential DCC&R'S Core D Section 3. Covenants run to 2006 plus successive 10-year periods.	Camino South
26-Aug-89	C972100	108330934	7731	381	Residential DCC&R'S Core B Sec. 3. Covenants run to 2006 plus successive 10-year periods.	Oakbrook West
28-Dec-76	E996119	155180272	N.A.	N.A.	Residential DCC&R'S Core B Sec. 4. Covenants run to 2006 plus successive 10-year periods.	Oakbrook West
18-Dec-81	H268196	002-00-2017	N.A.	N.A.	Residential DCC&R'S Oakbrook West Section 5. Covenants run to 2006 plus successive 10-year periods.	Oakbrook West
4-Jul-77	F243184	171-20-0275	N.A.	N.A.	Residential DCC&R'S Core C, Meadow Green Section 1. Covenants run to 2006 plus successive 10-year periods.	Meadow Green
18-Jan-79	F925052	177-86-2562	N.A.	N.A.	Residential DCC&R'S Core C, Meadow Green Section 2. Covenants run to 2006 plus successive 10-year periods.	Meadow Green
6-May-85	K010384	014-84-1919	N.A.	N.A.	Residential DCC&R'S Core C, Meadow Green Section 3. Covenants run to 2005 plus successive 10-year periods.	Meadow Green
????	D102977	116-23-1665	7994	79	Residential DCC&R'S Core D Sect. 4. Covenants Run to 2006 plus successive 10-year periods	Camino South

n-373  
02/17/85

## RECORDERS 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.