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STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: THAT

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*Amended
D.S.*

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WHEREAS, Friendswood Development Company, a corporation with its office in Houston, Harris County, Texas, as the owner of certain land in Harris County, Texas, conveyed to it by Humble Oil & Refining Company by deed dated October 15, 1952, recorded in Volume 4915, Page 272 of the Deed Records of said county, has established, adopted and promulgated Conditions, Covenants and Restrictions which are applicable to certain portions of said land, such Conditions, Covenants and Restrictions being listed and described in Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes; and

WHEREAS, each of such Conditions, Covenants and Restrictions contain a provision relating to the Community Services Charge created by that certain instrument executed by Friendswood Development Company dated July 29, 1963, recorded in Volume 5205, Page 384 of the Deed Records of Harris County, Texas, and incorporates the provisions of said Instrument into said Conditions, Covenants and Restrictions which provides as follows:

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.

and

WHEREAS, Clear Lake City Community Association, Inc., is a non-profit corporation organized and empowered to provide and

maintain community and public recreational facilities on the lands of Friendswood Development Company known and designated as "Clear Lake City" and for the residents thereof and as such collects and administers the Community Services Charge created by the Instrument of July 29, 1963, and operates and maintains the Community Recreation Center facilities and other Common Areas in Clear Lake City;

NOW, THEREFORE, in order to clarify its intention in executing each and all of the foregoing Conditions, Covenants and Restrictions and all other instruments described above, Friendswood Development Company does hereby amend each such instrument of Conditions, Covenants and Restrictions to add to the provisions set out above the following:

Each homeowner and his immediate family residing in Clear Lake City, a subdivision in Harris County, Texas, shall have a right and easement of enjoyment in and to the Community Recreation Center for Clear Lake City and the Common Area of Clear Lake City, and such easement shall be appurtenant to, and shall pass with, the title to every residential lot in Clear Lake City assessed with the Community Services Charge, subject to the following limitations:

- (a) the right of the Clear Lake City Community Association, Inc., to limit the number of guests of residents;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated in the Community Recreation Center or upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Community Recreation Center or the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the lot owners hereunder; and
- (d) the right of the Association to suspend the right to use of the recreational facilities and Common Area by a resident for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations.

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There are presently five members of the Board of Trustees of the Clear Lake City Community Association, Inc., composed of two members who are residents of Clear Lake City Core A and three members who represent Friendswood Development Company. Additional areas of development are Cores B, C and D, and it is contemplated that:

Each Core shall have two representatives on the Board of Trustees. Each Core having less than 20 occupied homes as of January 1 of any calendar year shall be represented by members appointed and designated by Friendswood Development Company. Each Core having 20 or more, but less than 200, occupied homes as of such date shall be entitled to a resident homeowner representative and by a representative appointed by Friendswood Development Company. Each Core having 200 or more occupied homes as of such date shall be entitled to an additional (a total of two) resident homeowner representatives on the Board of Trustees. As each Core qualifies for a resident homeowner representative or an additional (or second) resident homeowner representative, the resident homeowners of such Core shall be entitled to elect such representative in accordance with the By-Laws of the Association.

Each of the following groups of tenants and/or landowners of Clear Lake City shall be entitled to a representative on the Board of Trustees:

1. Retail merchants - 1 representative
2. Landowners in University Park - 1 representative
3. Landowners in Industrial Park - 1 representative

Tenure of office for each Trustee shall be three years, or until a successor Trustee is elected or appointed and qualified; provided that in order to create continuity of management, it is contemplated that the members of the original expanded Board of Trustees shall have their term staggered by drawing lots to the end that originally two Trustees shall serve a period of one year, three Trustees shall serve a period of two years, and four Trustees shall serve a period of three years; provided further that the existing resident homeowner Trustees representing Core A shall serve a term for the period for which

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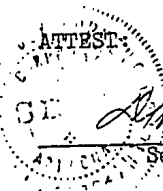
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they were elected. The term of office for members of the Board of Trustees shall commence March 1 of any given year.

Except as elections are called and held to elect resident homeowner representatives as a Core becomes entitled to a resident homeowner representative or an additional representative, elections for resident homeowner Trustees shall be held on the second Tuesday of January in any given year. Regulations governing elections shall be those which govern elections for public office in the State of Texas. Qualifications of candidates for election as homeowner representatives on the Board of Trustees shall be ownership of a residence in Clear Lake City and occupancy of such residence.

Clear Lake City Community Association, Inc., joins in the execution of this Clarification Instrument by Friendswood Development Company to evidence its agreement to, and acceptance of, the terms hereof.

EXECUTED this 29th day of July, 1968.
FRIENDSWOOD DEVELOPMENT COMPANY



[Signature]
Secretary

By [Signature]
President

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.



[Signature]
Secretary

By [Signature]
President

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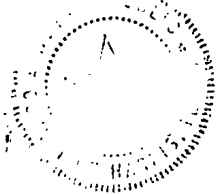
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STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN B. TURNER, JR., known to me to be the person whose name is subscribed to the foregoing instrument as President of FRIENDSWOOD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of August, 1968.



Elva A. Wells
Notary Public in and for
Harris County, Texas

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STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. H. Moore, known to me to be the person whose name is subscribed to the foregoing instrument as President of CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC., and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of July, 1968.



Elva A. Wells
Notary Public in and for
Harris County, Texas

EXHIBIT "A"
TO CLARIFICATION INSTRUMENT
RELATING TO CONDITIONS, COVENANTS AND
RESTRICTIONS APPLICABLE TO
CLEAR LAKE CITY, HARRIS COUNTY, TEXAS

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- (1) Dated September 5, 1963 applicable to Core "A" Section 1, recorded in Volume 5247, Page 536 of the Deed Records of Harris County, Texas.
- (2) Dated September 5, 1963 applicable to Core "A" Section 2, recorded in Volume 5247, Page 549 of the Deed Records of Harris County, Texas.
- (3) Dated March 6, 1964 applicable to Core "A" Section 3, recorded in Volume 5441, Page 552 of the Deed Records of Harris County, Texas.
- (4) Dated March 6, 1964 applicable to Core "A" Section 4, recorded in Volume 5441, Page 538 of the Deed Records of Harris County, Texas.
- (5) Dated April 18, 1967 applicable to Core "B" Section 1, recorded in Volume 6738, Page 310 of the Deed Records of Harris County, Texas.
- (6) Dated March 19, 1968 applicable to Core "B" Section 2, recorded in Volume 7130, Page 428 of the Deed Records of Harris County, Texas.
- (7) Dated October 4, 1966 applicable to Core "D" Section 1, recorded in Volume 6531, Page 168 of the Deed Records of Harris County, Texas.
- (8) Dated November 17, 1967 applicable to Core "D" Section 3, recorded in Volume 7008, Page 112 of the Deed Records of Harris County, Texas.
- (9) Dated May 29, 1963 applicable to Clear Lake City Research Park, recorded in Volume 5134, Page 432 of the Deed Records of Harris County, Texas.
- (10) Dated September 5, 1966 applicable to Clear Lake City Research Park Amendment, recorded in Volume 6577, Page 571 of the Deed Records of Harris County, Texas.
- (11) Dated January 26, 1967 applicable to Clear Lake City Research Park Amendment, recorded in Volume 6706, Page 461 of the Deed Records of Harris County, Texas.
- (12) Dated April 1, 1967 applicable to Clear Lake City University Park Amendment, recorded in Volume 6837, Page 504 of the Deed Records of Harris County, Texas.