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RENEWAL, EXTENSION AND AMENDMENTS TO  
RESTRICTIONS AND COVENANTS APPLICABLE TO  
CAPE MALIBU SUBDIVISION, BEING 73.290 ACRES OF LAND OUT OF  
AND A PART OF THE WILLIAM WEIR SURVEY, ABSTRACT NO. 42,  
MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

X  
X

REAL PROPERTY RECORDS

WHEREAS on the 25th day of August, 1965, THE BONANZA CORPORATION caused to be filed of record in Volume 602, Page 383, of the Deed Records of Montgomery County, Texas, certain Restrictions and Covenants applicable to CAPE MALIBU SUBDIVISION as more particularly described therein; and

WHEREAS said Restrictions and Covenants under General Provisions Term provide for the extension and amendment of said Restrictions and Covenants by a majority of the owners of the lots of Cape Malibu Subdivision;

NOW, THEREFORE, the undersigned, being owners of a majority (more than 50%) of the lots in CAPE MALIBU SUBIDIVISION, hereby renew, extend and amend Restrictions and Covenants to CAPE MALIBU SUBDIVISION, BEING 73.290 acres of land out of and a part of the William Weir Survey, Abstract No. 42, Montgomery County, Texas, and also being a part of a 100 acre tract described in Volume 444, Page 459, and also a part of a 295 acre tract described in Volume 405, Page 174, of the Deed Records of Montgomery County, Texas, as per Map or Plat of said subdivision filed for record in Volume 7, Page 285, of the Map Records of Montgomery County, Texas, as hereinafter set forth which said Restrictions and Covenants as renewed, extended and amended herein shall bind the owners of the lots in the subdivision their successors and assigns.

GENERAL PROVISIONS

1. TERM: These renewed, extended and amended Restrictions and Covenants, subject to amendment pursuant to Article Two (2) below, are to run with the land, and shall be binding upon all property owners of lands affected, their respective heirs, executors, administrators, successors and assigns, and any part

of same, for a period of fifteen (15) years from the date hereof, at which time said covenants shall be extended automatically for successive periods of ten (10) years.

2. **AMENDMENT TO TERM:** These renewed, extended and amended Restrictions and Covenants may at any time during the term hereof, or any extension, be amended in whole or in part by the owners of a majority (more than 50%) of the residential lots in the CAPE MALIBU SUBDIVISION, subject to these Restrictions, 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 Montgomery County, Texas. The Agreement(s) so executed for this purpose shall be acknowledged by the person 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.

3. **SEVERABILITY:** The failure promptly to enforce any of these renewed, extended and amended Restrictions and Covenants shall not bar their enforcement. The invalidation of any one or more of these renewed, extended and amended Restrictions and Covenants by any Court of competent jurisdiction in no way shall affect any of the other renewed, extended and amended Restrictions and Covenants, but they shall remain in full force and effect.

4. **ENFORCEMENT:** For a violation or a breach of any of these renewed, extended and amended Restrictions and Covenants, by any person, or by virtue of any judicial proceedings, THE CAPE MALIBU PROPERTY OWNERS ASSOCIATION on behalf of the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

4a. **DELAYS:** No delay or omission on the part of THE CAPE MALIBU PROPERTY OWNERS ASSOCIATION or the owners of Lots in the CAPE MALIBU Subdivision in exercising any rights, power, or remedy herein provided upon the event of any violation or breach of these renewed, extended and amended Restrictions and Covenants, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against THE CAPE MALIBU PROPERTY OWNERS ASSOCIATION for or on account of its failure to bring any action on account of any violation or breach of these renewed, extended and amended Restrictions and Covenants, or for imposing restrictions herein which may be unenforceable by THE CAPE MALIBU PROPERTY OWNERS ASSOCIATION.

5. **LIENS:** Liens upon any lot, building site or tract of land in this Subdivision given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; and no release of any restrictive covenants, or any part thereof shall be construed as against the original purchaser, his heirs, executors, administrators, assigns or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

6. **ARCHITECTURAL CONTROL:** No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the

location of the structure, and complete plan of septic system showing relation to lot lines and water lines have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part 6 hereof. Boat houses may not be built before house is completed.

7. **ARCHITECTURAL CONTROL COMMITTEE:** In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to its powers and duties.

8. **PROCEDURE:** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fail to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. **EASEMENTS:** It is understood and agreed that the easements granted herein are reserved as permanent easements for the purpose set forth in said paragraphs and are not subject to the time limit applicable to other restrictions.

#### RESTRICTIONS

1. **LAND USE:** No lot, building site or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single dwelling house, not to exceed two and one half (2 1/2) stories in height, (for this purpose one (1) story is equal to ten (10) feet vertical height), a private two (2) car garage for family vehicle storage, storage facilities, and bathing, toilet, or dressing rooms for private pools (less than a two (2) car garage is not permitted). No business of any type, kind, or character, subject to Article Two (2) Trade or Business Use below, shall be done or carried on upon said residential area. All parts of said subdivision are hereby designated as a residential area, except as hereinafter explicitly excluded.

2. **TRADE OR BUSINESS USE:** No trade or business activity shall be permitted to be carried on upon any lot in CAPE MALIBU Subdivision. This provision shall not be deemed to prohibit the use by residents of room(s) in their homes for offices used in connection with their professional businesses or post-retirement business, both passive and active as long as the activities conducted out of such offices do not detract from the residential character of the CAPE MALIBU Subdivision. The phrase "Detract from the residential character of the CAPE MALIBU Subdivision" shall, when used herein, mean having a nature such that a reasonable person would, after observing the property, ascertain that a business or commercial activity is being conducted on the property. Such activities may include, but not be limited to the following (i) placement of business signs on the premises, (ii) permanent or semi-permanent parking of obvious commercial vehicles or equipment on or adjacent to the premises.

3. **EASEMENTS:** Easements as shown and called for on the official plat of said Subdivision have been dedicated for the installation, operation and maintenance therein of utilities servicing the needs of residents of this Subdivision. Ground easements are drawn and marked on the official plat. Any facilities such as storm sewers, water mains, sanitary sewers, gas mains, electric power lines and telephone lines will be installed upon street right-of-way and easements as dedicated on the official plat. Title to all utility systems and to all parts thereof shall remain vested in the person, firm, corporation, or political unit having due and legal authority to install, own and operate such system, and no right of ownership therein, or of any part thereof, shall pass to any owner of real property in this Subdivision by virtue of such ownership. The owners of utility systems shall have the right of ingress and egress for purposes of installation, operation and maintenance, and, for like purposes, shall have prior rights in the use of land under easement as against the owner of such land.

4. **BUILDING SITES:** A building site consists of one lot, or one or more lots or parts of lots, or parts of two adjoining lots. Building sites made up of fractional parts of adjacent lots shall be no smaller in area and have no less footage than the larger of the two (2) lots as shown on the official plat, if there be any difference between the size of the two (2) lots involved. Under no circumstances shall a residence be built on less than one whole lot as dedicated on the official plat.

5. **BUILDING TYPE AND SIZE:** The building erected upon any building site shall consist of not more than one single-family dwelling establishment. No building shall be erected upon any building site, nor any building altered, placed or permitted to remain on such site other than a one single-family dwelling, together with housing space for usual family requirements, such as garage, household laundry, storage, or servant's quarters.

The covered part of the dwelling proper, exclusive of open porches, carports, garages, and servants quarters will contain a minimum of 1,600 square feet if erected on any of the lots described as follows:

ALL of Lots Numbers One (1) through Seventeen (17), inclusive in Block Number One (1): ALL of Lots Numbers Seven (7) through Twelve (12) inclusive in Block Number Three (3): ALL of Lots One (1) through Twelve (12), inclusive in Block Number Four (4): ALL of Lots Numbers One (1) through Twelve, (12) inclusive in Block Number Five (5): ALL of Lots Numbers One (1) through Eight (8), inclusive in Block Number Six (6): ALL of Lots Number Five (5) through Ten (10) and ALL of Lots Numbers Twenty One (21) through Thirty Two (32), inclusive in Block Number Seven (7): ALL of Lots Numbers Twenty Four (24) through Twenty Six (26), inclusive in Block Number Eight (8), of CAPE MALIBU, a Subdivision in the William Weir Survey, Abstract 42, Montgomery County, Texas.

The covered part of the dwelling proper, exclusive of open porches, carports, garages and servants quarters will contain a minimum of 1,800 square feet if erected on any of the lots described as follows:

ALL of Lot Number Eighteen (18), in Block Number One (1): ALL of Lots Numbers One (1) through Six (6), inclusive in Block Number Three (3): ALL of

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Lots Numbers Nine (9) through Fourteen (14), inclusive in Block Number Six (6): ALL of Lots Number One (1) through Four and ALL of Lots Numbers Eleven (11) through Twenty (20), inclusive in Block Number Seven (7): ALL of Lot Numbers One (1) through Twenty Three (23), inclusive in Block Number Eight (8), of CAPE MALIBU, a subdivision in the William Weir Survey, Abstract 42, Montgomery County, Texas.

The covered part of the dwelling proper, exclusive of open porches, carports, garages and servants quarters will contain a minimum of 2,000 square feet if erected on any of the lots described as follows:

ALL of Lots Numbers One (1) through Thirty-Two (32), inclusive in Block Number Two (2): ALL of Lots Numbers One (1) through Thirty-Three (33), inclusive in Block Number Nine (9), of CAPE MALIBU, a subdivision in the William Weir Survey Abstract 42, Montgomery County, Texas.

No building shall be erected off the premises and moved onto said Subdivision. That is, no other building shall be moved from other premises into this Subdivision and all buildings or units shall be constructed and erected on said premises. In the event of a multi-story dwelling unit, the ground floor area, exclusive of open porches and garages, shall not be less than one thousand (1,000) net square feet. Garages may be built attached to or separate from the dwelling proper.

6. **BUILDING LOCATIONS ON SITE:** For these purposes porches, stoops, bays and covered areas are considered a part of the building. No part of any building shall be closer than twenty (20') feet from the front property line nor closer than five (5') feet to side division lines of building sites. The drip line of eaves shall be kept back from side and back property lines by at least one foot. In cases where building is done adjacent to easements, encroachments upon such easements by any part of such building, including foundations, and eaves, shall be at the owner's risk. All residences shall be erected with the front thereof facing the street with the smallest area adjacent to said lot. That is, the residence shall be erected fronting on the street adjacent to the smallest frontage of said lot.

7. **BOAT HOUSE:** Plans for a boat house must be approved by the Architectural Committee before construction may begin. A permit must also be obtained from the San Jacinto River Authority. A five (5') foot set off from the property line running perpendicular to the bulkhead must be observed, same as for location of the house on the lot. Width of boat house must be limited to half the width of the lot. Enclosed storage areas adjacent to or a part of the boathouse must be limited to eight (8') feet wide. Width is defined as the dimension running parallel with the bulkhead or width of lot. The boat house must be covered with a roof or deck which is architecturally compatible with the house or living quarters.

8. **SEQUENCE OF BUILDING:** No housing for garage, servant's quarters, boat house or other service function, of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually under way.

9. **TEMPORARY STRUCTURES AND UTILITY BUILDINGS:** No temporary building or structure will be erected on any lot in this Subdivision, nor will any building of any type or for any purpose

be erected on any lot in this Subdivision prior to the construction of a dwelling, as per these restrictions and approved by the architectural committee. No temporary structures such as a trailer, tent, shack, shed, storage room or garage shall be used at any time on any building site in this Subdivision as either temporary or permanent residence. No metal buildings will be acceptable, nor can any storage building be more than one hundred (100) square feet in size.

10. **WATER SUPPLY:** Water for this Subdivision will be provided by distribution lines connected with a central water system and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used, except that a private well may be drilled at the owner's option for sprinkler systems or similar non-drinkable water use. This water system must not be inter-connected or interfere with the Subdivision water system.

11. **SANITARY SEWERS:** No open or pit type toilets will be allowed in this Subdivision. All dwellings constructed in this Subdivision, prior to occupancy, must have a sewerage disposal system installed to comply with the following minimum requirements set forth for septic systems: A dwelling with one (1) bath will have installed a septic tank with a minimum capacity of 300 gallons and will install a minimum of 150 lineal feet of field line. Dwellings with more than one bath will install a septic tank with an increased capacity of at least 200 gallons for each additional bath and a minimum of 100 feet of additional field line for each additional bath. All dwellings will have a separate grease trap through which kitchen waste will flow prior to entering the field lines. All field lines must be installed at grades to allow proper seepage into soil and must be installed with a minimum of six (6") inches of washed gravel over the top of field lines. No field lines will be allowed within ten (10') feet of water supply lines. No septic system will be allowed to drain into ditches or the lake or upon the surface of any ground in this Subdivision. Septic systems must operate properly at all times with all effluent being absorbed into the subsurface soil and never seeping to the surface of the ground. System must be installed to meet the requirements of, and be approved by either Montgomery County, San Jacinto River Authority or other governing bodies that have jurisdiction of such matters.

12. **WALLS AND FENCES:** Walls and fences, if any, shall be no higher than six (6') feet above ground; shall be no closer to front street property lines than the front of the dwelling located on said lot and no closer than five (5') feet to side street lines. Any erection of any wall, fence or other improvement on any easement shall be at the property owner's risk. Construction of any fence requires the written approval of the architectural committee.

13. **NUISANCES:** No nuisance shall be maintained nor any noxious or offensive activity carried on on any lot, building site or tract of land in this Subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

14. **GARBAGE AND TRASH DISPOSAL:** Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning of household garbage is not allowed. Burning tree leaves and limbs on easements is not allowed.

15. ON THE STREET PARKING: At all times those areas of street right-of-way between pavement and property lines shall be maintained from encumbrances by personal or private property, except for the routine parking of passenger vehicles in operable condition and in reasonably regular use.

15a. STORAGE OF VEHICLES: No commercial vehicles, construction or like equipment, trailers, inoperable vehicles of any kind, or other similar items shall be parked or stored permanently or semi-permanently on any public street, right-of-way, easement, vacant lot, or on or beside driveways. For purposes of this paragraph "commercial vehicles" shall not include standard size automobiles or trucks or vans of three-quarter (3/4) ton or less even though they may have some commercial insignia placed on them, unless the insignia is of a character deemed to be a nuisance by the Architectural Control Committee. Further, for purposes of this paragraph "inoperative vehicles" shall be those vehicles that are not legal for highway use, including but not limited to, those without current inspection stickers or current license plates.

Additionally, no boat, recreational vehicle, bus, camper, pick-up camper, travel trailer, boat trailer, utility trailer, bus or variation of any of these items shall be stored permanently or semi-permanently on any lot or portion thereof unless the method of storage is compatible with all of the following:

1. The front of such stored items is no closer to street (facing street of residence) than the frontside of the existing residence, porches and overhangs not included, and the side of such stored vehicle is no closer to side property line than the normal setback as required herein for placement or location of structures; and

2. For corner lots, stored items can be placed on the side that adjoins another lot as long as they meet the above, or preceding conditions.

16. SIGNS: No signs or devices of any type or kind shall be in public view on any building site in this addition, except for builder's signs during the construction and sales period, or to advertise a property for sale, in which latter case one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable.

17. PETS, POULTRY AND LIVESTOCK: No animals of any kind, livestock, or poultry shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All pets must be kept confined or on a leash at all times. Non compliance will be subject to removal, of the animal(s) by authorities.

18. MINERAL DEVELOPMENT: No oil well drilling, oil development operation or oil refining of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks or mineral excavations be permitted on any lot. No derrick or other structures designed for use in drilling for oil, or natural gas shall be erected, maintained or permitted upon any of said lots; provided, however, that this provision shall not prevent the leasing of the land above described or any portion thereof for oil, gas and mineral purposes and the development of same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

19. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25') feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet from the intersection of the street property line with the edge of a drive way or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

20. **STREETS OR PASSAGEWAYS:** No street or passage-way shall be erected on, over, or through any lot or block (except driveways to a house located on such lot or block) except as shown on the Map or Plat of such Subdivision.

21. **CUTTING TREES IN RIGHT-OF-WAY:** No trees over five (5") inches in diameter will be removed from street Right-of-Way lying between ditches and private property lines except as is absolutely necessary for access by automobile from street into lots.

22. **DRAINAGE:** Natural drainage of streets, lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting the flow.

23. **MAINTENANCE OF LOTS:** The owner of a lot or lots in this Subdivision will be required to keep said property free of underbrush, weeds, and grass or any other unsightly or offensive growth from the date of purchase of said lot. This requirement is effective on unoccupied lots as well as occupied lots. For the purpose of this and all other covenants, a lot or lots purchased under contract for deed will be considered to be owned by the purchaser the same as if it had been deeded to said purchaser. A governing body will have the authority to employ laborers to mow and clean any lot that is unkept and bill the owner of said lot for cost of work done. Funds used will be maintenance funds collected from lot owners.

24. **ASSESSMENTS FOR MAINTENANCE:** In order to assure the private and exclusive use by property owners and their guests of the facilities of this Subdivision the streets have been dedicated to property owners instead of the public and must be maintained by said property owners along with other community facilities. In order to assure continued and perpetual maintenance, on a fair and equitable basis, all lots purchased are subject to, and all lot purchasers agree to the following method and procedure of assesment for maintenance funds:

All lots sold in this Subdivision are subject to a monthly levy for maintenance of streets and recreational facilities. This fee may be levied at the option of THE CAPE MALIBU PROPERTY OWNERS ASSOCIATION. Any such funds collected must be expended on maintenance as above stated and an annual report made to the Property Owners in this subdivision at the address registered by property owners with the CAPE MALIBU PROPERTY OWNERS ASSOCIATION. Mailing of such report to the last known address of each property owner will constitute compliance with regards to this requirement.

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The above mentioned levy shall apply to each lot or portions thereof owned by any one owner. The amount of levy may be raised or lowered by a majority vote of the Property Owners, at an election called by the CAPE MALIBU PROPERTY OWNERS ASSOCIATION.

25. LIENS AND PENALTIES: Failure of a property owner to pay the above mentioned levy will constitute a lien on the property so owned and the owner will forfeit the privilege of use of any and all of the facilities in this subdivision. Right to use of the facilities will be restored only upon payment of levy, penalties and interest.

Any maintenance charge not paid when due shall bear interest from the date it became due until paid, at a floating rate equal to the prime rate announced by Texas Commerce Bank-Houston or its successors (should Texas Commerce Bank-Houston or a successor thereto at any time cease to operate, The Board of Directors of THE CAPE MALIBU PROPERTY OWNERS ASSOCIATION may substitute another bank for purposes of this paragraph without the requirement of amendment of these restrictions or approval by the property owners) from, time to time, plus two (2%) percent per annum, but in no event shall such floating rate exceed the maximum rate allowed by applicable law. If a bank is substituted for Texas Commerce Bank-Houston, The Board of Directors will notify the property owners by posting a notice on the bulletin board of the Lands End facility, one (1) time to remain posted for ninety (90) consecutive days.

26. MULTI-OWNERSHIP: Corporate or multi-ownership of any lot in this Subdivision, except husband and wife ownership, will exclude all such owners from use of recreational facilities in this Subdivision, except that such group of multi-owners or corporation may designate one person or Husband and Wife as having the privileges of use of facilities, and then the person or persons so designated will have all the rights and privileges of an individual or Husband and Wife ownership, including the privileges of guests using the community facilities subject to Rules and Regulations then in force.

27. RULES GOVERNING USE OF FACILITIES: Rules and regulations governing the use of Recreational Facilities in this development will be made and enforced by the CAPE MALIBU PROPERTY OWNERS ASSOCIATION. Persons violating said rules and regulations are subject to having their privilege of use of said facilities withdrawn by such party in authority.

28. CREATION OF PROPERTY OWNERS ASSOCIATION: At the request of the developer, the property owners in this Subdivision organized a Property Owners Association with a Charter and By-Laws and have their purpose clearly set forth. Said association has elected and will maintain a Board of Directors or Governors according to their By-Laws who will administer funds and govern said association under the authority assigned to them. The developer having been satisfied that said association is properly organized for the benefit of the property owners, the developer has conveyed unto said association all of the community facilities in the development and assigned to them the authority to collect and administer the funds as set forth herein.

29. All reserved areas designated and Block Ten (10) as designated on plat are excluded from these restrictions and none of the restrictions or covenants hereinabove shall apply to these tracts, except that the sanitation restrictions as set forth in paragraph eleven (11) will apply to said tracts.

30. VIOLATIONS: If there exists on the effective date of the adoption of these renewed, extended and amended Restrictions and Covenants, any violation hereof with respect to the square footage and/or elevation of residence and garages, quality and grade of roofing materials and/or placement (location) on the lot of any residence, or any part of a residence, (including eaves, steps, driveways, patios, garages, carports and/or servants or guest quarters, or boat houses or piers), or any violation with respect to accessory structures or improvements, and which on said date is not subject to either (i) any pending review or a denial by the applicable Architectural Control Committee, or (ii) a suit filed by THE CAPE MALIBU PROPERTY OWNERS ASSOCIATION and or resident(s) of the subdivision to compel the compliance with the applicable restrictions, such violation(s) shall be waived by all parties having the right hereunder to compel compliance.

However, should any such residence or any part thereof, accessory structure, or improvement that would but for this exception constitute a violation hereof, thereafter be destroyed or otherwise removed from property subject to these renewed, extended and amended Restrictions and Covenants, then any replacement, as well as other future improvements, placed on said property must be constructed in compliance herewith in all respects.

PRINTED NAME(S):	PROPERTY DESCRIPTION:	SIGNATURES:
<u>ROBERT G. HIX</u>	<u>LOT 31 BLK 2</u>	<u>Robert G. Hix</u>
<u>Tim Mitchell</u>	<u>LOT 7 BLK 3</u>	<u>Tim Mitchell</u>
<u>LESLIE DAVIS</u>	<u>LOT 9 BLK 2</u>	<u>Leslie Davis</u>
<u>LOUISA QUAM</u>	<u>LOT 35 BLK 9</u>	<u>Louisa Quam</u>
<u>Dale W. Bishop</u>	<u>Lot 7 BLK 8</u>	<u>Dale W. Bishop</u>
<u>WARREN R. JONES JR</u>	<u>LOT 13 BLK 2</u>	<u>Warren R. Jones Jr.</u>
<u>GUS D LEWIS</u>	<u>Lot 15 BLK 9</u>	<u>Gus D. Lewis</u>
<u>JAMES R. LIESCH</u>	<u>LOT 28 BLK 9</u>	<u>James R. Liesch</u>
<u>Paul B. Botello</u>	<u>BLK #7 Lots #8, 9, 10</u>	<u>Paul B. Botello</u>
<u>B.D. Wilson</u>	<u>BLK #2 Lot 25</u>	<u>B.D. Wilson</u>
<u>KEN R. LAFFERTY</u>	<u>Block 7 lots 3+4</u>	<u>Ken R. Lafferty</u>
<u>C.L. McDuffie</u>	<u>Block 5 Lot 8</u>	<u>C.L. McDuffie</u>
<u>LOIS A. SAUCIER</u>	<u>Block 3 Lot 6</u>	<u>Lois A. Saucier</u>
<u>SUE THEVENOTE</u>	<u>Block 8 Lot 11</u>	<u>Sue Thevenote</u>
<u>RAY F. NANNEN</u>	<u>Block 8 - Lot 22</u>	<u>Ray F. Nannen</u>
<u>MICHAEL E BAUST</u>	<u>Block 9 Lot 7</u>	<u>Michael E. Baust</u>
<u>Jim KELLY</u>	<u>Block 9 Lot 9</u>	<u>Jim Kelly</u>
<u>BILL BAILEY</u>	<u>Block 8 Lot 1</u>	<u>Bill Bailey</u>

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PRINTED NAME(S):

PROPERTY DESCRIPTION:

SIGNATURES:

DON Webb

Blk 2 2/3 of 9 2/3 of 10  
200 Malibu West

[Signature]

V. J. VERONIE

BLK 8 LOT 20 1/2 21

[Signature]

Karl McCoy

304 MALIBU EAST  
Blk 3-Lots 9+10  
Blk 2-Lot 7

[Signature]

MICHELLE CARROLL

Blk 2-Lot 32

[Signature]

BILL MOORE JR

Lot 17 Blk 7

[Signature]

JOHN W. FRANKS

LOT 27 BLK 9

[Signature]

THOMAS WAHL

Blk 2 Lot 14

[Signature]

RHEA H. BLOUNT

Block 6 Lot 1

[Signature]

MARK RAY

Block 9 Lot 12

[Signature]

Mildred A. Scherbel

Lot 6 Blk 8

[Signature]

Richard W. Huzar

Lot 7 Blk 6

[Signature]

Jenny Houston

Lot 15 Blk 8

[Signature]

Mel L. Clark

Lot 24 Blk 2

[Signature]

Harold Hill

LOT 5 BLK 9

[Signature]

Bob MARLING

LOT 6 BLK 2

[Signature]

LINDA COUNTRY MICHAEL

LOT 9 BLK 6

[Signature]

JORGE F. VARGAS

Lot 10 Blk 2 1/3, Lot 11

[Signature]

HARRY S. EPPES

LOT 2 BLK 2

[Signature]

Dietrich Voss

Lot 11 Blk 9

[Signature]

Dietrich Voss

Lot 3+4 Blk 9

[Signature]



744-01-0719

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day of March, 1991, by Robert G. Hix



Lois A. Saucier

NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day of March, 1991, by Jim Mitchell



Lois A. Saucier

NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day of March, 1991, by Jesse J. Oates



Lois A. Saucier

NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day of March, 1991, by Louis J. Quam



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day of March, 1991, by Dale W. Bishop



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day of March, 1991, by Warren R. Jones, Jr.



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

744-01-0721

THE STATE OF TEXAS I

COUNTY OF Montgomery I

This instrument acknowledged before me on this the 16 day of March, 1991, by Bus D. Lewis



Lois A. Saucier

NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public

In and for The State of Texas

My commission expires 4-12-92

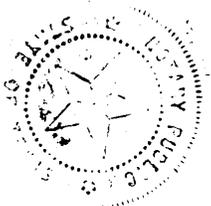
Notary's Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS I

COUNTY OF Montgomery I

This instrument acknowledged before me on this the 16 day of March, 1991, by James R. Lesch



Lois A. Saucier

NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public

In and for The State of Texas

My commission expires 4-12-92

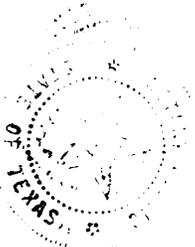
Notary's Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS I

COUNTY OF Montgomery I

This instrument acknowledged before me on this the 16 day of March, 1991, by Paul B. Botello



Lois A. Saucier

NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public

In and for The State of Texas

My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_

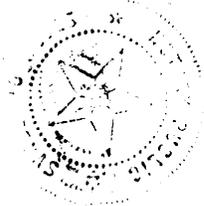
My Commission Expires: \_\_\_\_\_

744-01-0722

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day of March, 1991, by B. D. Wilson



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF \_\_\_\_\_ X

This instrument acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by \_\_\_\_\_

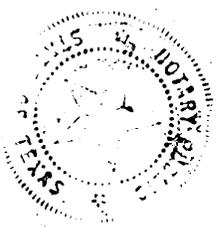
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Notary's Printed Name  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day of March, 1991, by Ken R. Lafferty



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

744-01-0723

THE STATE OF TEXAS I  
COUNTY OF Montgomery I

This instrument acknowledged before me on this the 16 day  
of March, 1991, by C. L. McDuffie



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS I  
COUNTY OF Montgomery I

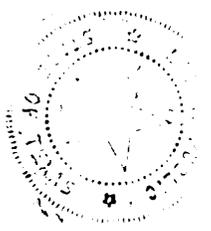
This instrument acknowledged before me on this the 16 day  
of March, 1991, by Lois A. Saucier



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
Lois A. Saucier  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: 4-30-93

THE STATE OF TEXAS I  
COUNTY OF Montgomery I

This instrument acknowledged before me on this the 16 day  
of March, 1991, by Sue Therenote



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day  
of March, 1991, by Ray F. Nannen



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day  
of March, 1991, by Michaela Baust



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day  
of March, 1991, by Jim Kelly



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

744-01-0725

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day  
of March, 1991, by Bill Bailey



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day  
of March, 1991, by Don Webb



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 16 day  
of March, 1991, by V.J. Veronie



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS I

COUNTY OF Montgomery I

This instrument acknowledged before me on this the 16 day of Montgomery, 1991, by Karl McCoy

Lois G. Saucier

NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas

My commission expires 4-12-92

Notary's Printed Name

My Commission Expires: \_\_\_\_\_



THE STATE OF TEXAS I

COUNTY OF Montgomery I

This instrument acknowledged before me on this the 16 day of March, 1991, by Michie Carroll

Lois G. Saucier

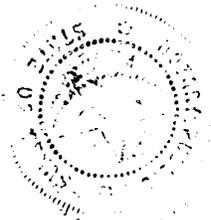
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas

My commission expires 4-12-92

Notary's Printed Name

My Commission Expires: \_\_\_\_\_



THE STATE OF TEXAS I

COUNTY OF Montgomery I

This instrument acknowledged before me on this the 7 day of April, 1991, by Bill Marse, Jr.

Lois G. Saucier

NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas

My commission expires 4-12-92

Notary's Printed Name

My Commission Expires: \_\_\_\_\_



744-01-0727

THE STATE OF TEXAS I

COUNTY OF Montgomery I

This instrument acknowledged before me on this the 7 day of April, 1991, by John W. Franks.



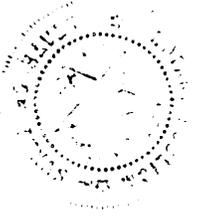
Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS I

COUNTY OF Montgomery I

This instrument acknowledged before me on this the 7 day of April, 1991, by Thomas Wahl.



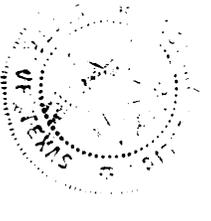
Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS I

COUNTY OF Montgomery I

This instrument acknowledged before me on this the 7 day of April, 1991, by Rhea H. Blount.



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 2 day of April, 1991, by Mark Kay



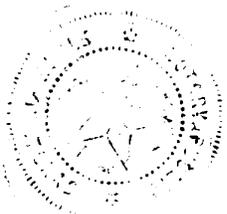
Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 2 day of April, 1991, by Mildred A. Scherbel



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 2 day of April, 1991, by Richard W. Lyzander



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name  
My Commission Expires: \_\_\_\_\_

744-01-0729

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 7 day  
of April, 1991, by Johnny Thornton.

Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 7 day  
of April, 1991, by Mel L. Clark.

Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 2 day  
of April, 1991, by Harold Hill.

Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 7 day  
of April, 1991, by Bob Marling.



Loïs A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 7 day  
of April, 1991, by Linda Ann Mihalich,  
Executrix.



Loïs A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 7 day  
of April, 1991, by Jorge F. Vargas.



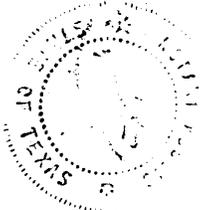
Loïs A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

744-01-0731

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 7 day  
of April, 1991, by Harry S. Egges.

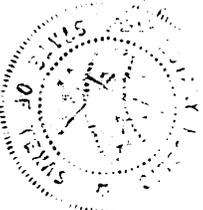


Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

This instrument acknowledged before me on this the 7 day  
of April, 1991, by Dietrich Voss.



Lois A. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF        X

This instrument acknowledged before me on this the \_\_\_ day  
of \_\_\_\_\_, 199\_\_, by \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Notary's Printed Name  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 10 day of May, 1991, by Mrs George Reul



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER, Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 10 day of May, 1991, by Jan McNeill Griffin



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER, Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS X

COUNTY OF Montgomery X

This instrument acknowledged before me on this the 10 day of May, 1991, by Ralph S. White



Lois G. Saucier  
NOTARY PUBLIC, STATE OF TEXAS

LOIS A. SAUCIER, Notary Public  
In and for The State of Texas  
My commission expires 4-12-92  
Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

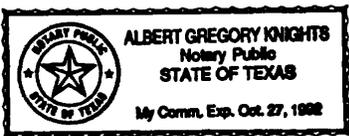


PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE *Edwin J. Shoden, E.C. Henley*  
PROPERTY DESCRIPTION LOT *26* BLOCK *8.* CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF *Texas*  
COUNTY OF *Harris*

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *1<sup>st</sup>* DAY OF *April*  
, 1991 BY



*Albert Gregory Knights*  
NOTARY PUBLIC  
*Albert Gregory Knights*  
NOTARYS PRINTED NAME

744-01-0735

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

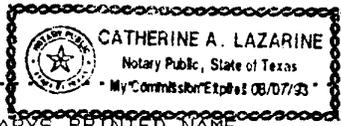
PROPERTY OWNERS SIGNATURE..... *A. L. Griffith, Sr.* .....  
PROPERTY DESCRIPTION LOT 3 BLOCK 5 CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF... TEXAS .....  
COUNTY OF... Harris .....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 26 DAY OF March  
1991 BY Aiven L. Griffith, DVM.

*Catherine A. Lazarine*

NOTARY PUBLIC



NOTARYS PRINTED NAME



744-01-0737

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE..... *Herbert H. Loyd* .....  
PROPERTY DESCRIPTION      LOT....    BLOCK....      CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF *TEXAS* .....  
COUNTY OF *HARRIS* .....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *5th* DAY OF *April*.  
1991 BY



*Patricia Newby*  
.....  
NOTARY PUBLIC

*Patricia Newby*.....  
NOTARYS PRINTED NAME

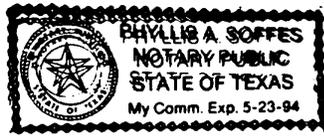
744-01-0728

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE Calvin D. Sholtess  
Calvin D. Sholtess  
PROPERTY DESCRIPTION LOT 20. BLOCK 2. CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF TEXAS  
COUNTY OF HARRIS

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 12 DAY OF April  
, 1991 BY



ORIGINAL DIM

NOTARY PUBLIC

Phyllis A. Soffes

NOTARYS PRINTED NAME

Z@QNF file: CMPOA  
ie 1

Pa

744-01-0739

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE Lucy Jane Vaughan  
PROPERTY DESCRIPTION LOT 6 BLOCK 5 CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF Texas  
COUNTY OF Harris

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 15<sup>th</sup> DAY OF April,  
1991 BY



Dolores Zermeno  
NOTARY PUBLIC

Dolores Zermeno  
NOTARYS PRINTED NAME

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE..... *Wray D. Hamil* .....  
PROPERTY DESCRIPTION LOT *29* BLOCK *9*.. CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF... *Texas* .....  
COUNTY OF... *Harris* .....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *15<sup>th</sup>* DAY OF *April*  
, 1991 BY



*Carol Jean Tomek*  
.....  
NOTARY PUBLIC

*CAROL JEAN TOMEK*  
.....  
NOTARYS PRINTED NAME

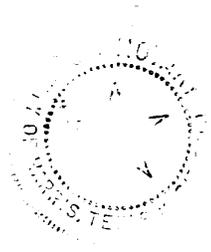
744-01-0741

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE.....  
PROPERTY DESCRIPTION LOT 30/31 BLOCK 9 CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF Texas  
COUNTY OF Tarrant

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 15<sup>th</sup> DAY OF April  
1991 BY



Jane L. May  
NOTARY PUBLIC

Jane L. May  
NOTARYS PRINTED NAME

Commission Expires 7/27/92

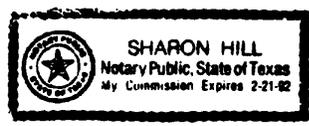
744-01-0742

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE *Kenneth Jones*  
PROPERTY DESCRIPTION LOT *11*. BLOCK *4*. CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF *Texas*  
COUNTY OF *Montgomery*

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *23rd* DAY OF *April*,  
1991 BY



*Sharon Hill*  
NOTARY PUBLIC

*Sharon Hill*  
NOTARYS PRINTED NAME

744-01-0743

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE..... *Maryanne P. Jones* \* *[Signature]*  
PROPERTY DESCRIPTION LOT. 13 BLOCK. 9 CAPE MALIBU  
LOT. 14 BLOCK. 9  
MONTGOMERY COUNTY, TX.

NOTE 2 Lots voted

THE STATE OF... **Texas** .....  
COUNTY OF..... **Montgomery** ....

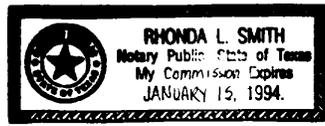
THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 13.....DAY OF..... **May**.....  
1991 BY

*Rhonda L. Smith*  
.....

NOTARY PUBLIC

..... **Rhonda L. Smith** .....

NOTARYS PRINTED NAME



744-01-0744

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

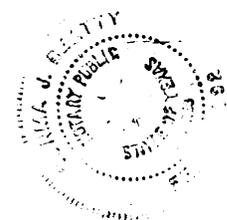
PROPERTY OWNERS SIGNATURE.....*J. Roberts*.....  
PROPERTY DESCRIPTION LOT..*6* BLOCK..*9*.. CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF *Texas*.....  
COUNTY OF *W/A*.....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *26th* DAY OF *April*  
, 1991 BY

*Norma J. Beatty*.....  
NOTARY PUBLIC

*Norma J. Beatty*.....  
NOTARYS PRINTED NAME



PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE John D Bennett  
PROPERTY DESCRIPTION LOT 4.. BLOCK 5 CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF Texas  
COUNTY OF Montgomery

**RECORDER'S MEMORANDUM**  
ALL BLACKOUTS, ADDITIONS AND  
CHANGES WERE PRESENT AT THE TIME  
THE INSTRUMENT WAS FILED AND RE-  
CORDED.

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 17...DAY OF June  
, 1991 BY

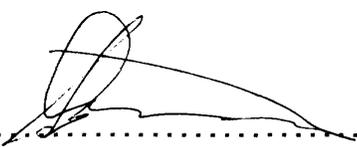


Connie Lou Howell  
NOTARY PUBLIC

CONNIE LOU HOWELL  
NOTARYS PRINTED NAME

744-01-0746

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991



PROPERTY OWNERS SIGNATURE.....  
PROPERTY DESCRIPTION      LOT 10.    BLOCK 8.                      CAPE MALIBU  
MONTGOMERY COUNTY, TX.

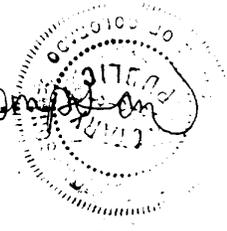
THE STATE OF... Colorado .....  
COUNTY OF... Larimer .....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 27th ...DAY OF June ..  
, 1991 BY Stanley J. Watkins

My Commission Expires Apr. 26, 1993

Sandra Thompson

NOTARY PUBLIC



Sandra Thompson

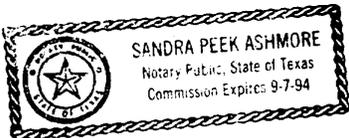
NOTARYS PRINTED NAME

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE.....  
PROPERTY DESCRIPTION LOT 16 of 17 BLOCK 1... CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF Texas.....  
COUNTY OF Harris.....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 17th DAY OF June  
1991 BY



Sandra Peek Ashmore  
NOTARY PUBLIC

Sandra Peek Ashmore  
NOTARYS PRINTED NAME

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE.....*Meredith C. Spensley*.....  
PROPERTY DESCRIPTION LOT. *13* BLOCK. *3*. CAPE MALIBU  
MONTGOMERY COUNTY, TX.

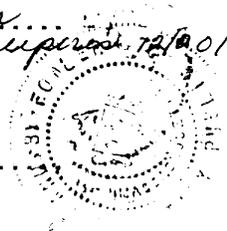
~~COMMONWEALTH~~  
THE STATE OF...*Mass.*.....  
COUNTY OF.....*Barnstable*.....

**RECORDER'S REMORANDUM**  
ALL BLACKOUTS, ADDITIONS AND  
CHANGES WERE PRESENT AT THE TIME  
THE INSTRUMENT WAS FILED AND RE-  
CORDED.

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *10<sup>th</sup>* DAY OF *July*  
1991 BY

.....*Ann. B. Fowler*.....  
*my commission expires 7/20/96*  
NOTARY PUBLIC

.....*ANN. B. FOWLER*.....  
NOTARYS PRINTED NAME



PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE.....

*John R. Lindsey*

PROPERTY DESCRIPTION

LOT. 10 BLOCK. 1.. CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF.....

*Texas*

COUNTY OF.....

*Tarrant*

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *3rd* DAY OF *April*  
, 1991 BY *John R. Lindsey*

*Victoria L. Karns*

NOTARY PUBLIC

*4-18-91*

*Victoria L. Karns*

NOTARYS PRINTED NAME



PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE. David Feily  
PROPERTY DESCRIPTION LOT. 9.00 BLOCK. 4 CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 26<sup>TH</sup> DAY OF JUN,  
1991 BY

Nancy h. Leiker  
NOTARY PUBLIC  
NANCY h. LEIKER  
NOTARYS PRINTED NAME



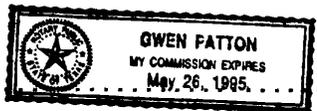
PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE. *Douglas M. North*  
PROPERTY DESCRIPTION LOT. *17.* BLOCK. *2.* CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF *Texas*  
COUNTY OF *Harris*

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE .....DAY OF.....  
, 1991 BY

*Gwen Patton*  
NOTARY PUBLIC



NOTARYS PRINTED NAME

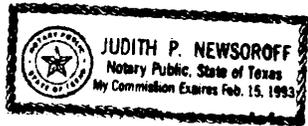
744-01-0752

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE For E. Gooden  
PROPERTY DESCRIPTION LOT.... BLOCK.... CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF Texas  
COUNTY OF Montgomery

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 6 DAY OF August  
, 1991 BY



Judith P. Newsoroff  
NOTARY PUBLIC

JUDITH P. NEWSOROFF  
NOTARYS PRINTED NAME

Y80NFile: CMPOA  
e 1

744-01-0753

Pa

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE..... *Walter C. Hancock* .....  
PROPERTY DESCRIPTION LOT... *12* BLOCK... *6* CAPE MALIBU  
MONTGOMERY COUNTY, TX.

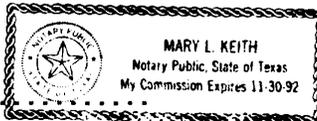
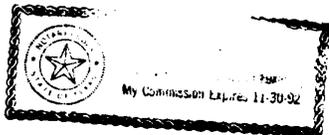
THE STATE OF... *Texas* .....  
COUNTY OF... *Harris* .....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE ... *9* ... DAY OF ... *August* ...  
1991 BY

**ORIGINAL PRINT INCOMPLETE**

*Mary L. Keith* .....

NOTARY PUBLIC



.....  
NOTARYS PRINTED NAME



PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

*Don J. Woodrum*

*Don J. Woodrum*

PROPERTY OWNERS SIGNATURE.....

PROPERTY DESCRIPTION      LOT. *12*    BLOCK. *5*      CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF *TEXAS*.....  
COUNTY OF *Dallas*.....

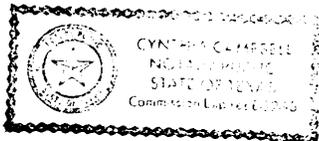
THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *8*.....DAY OF *August*  
1991 BY *Don J. Woodrum*

*Cynthia Campbell*

NOTARY PUBLIC

*Cynthia Campbell*

NOTARYS PRINTED NAME

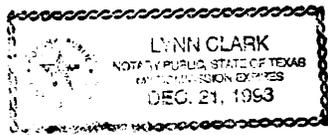


PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE..... *D. B. Clark*  
PROPERTY DESCRIPTION      LOT *18*.    BLOCK *2*..      CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF *Texas*  
COUNTY OF *Harris*

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *12<sup>th</sup>* DAY OF *August*  
, 1991 BY



*Lynn Clark*  
.....  
NOTARY PUBLIC

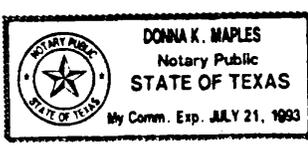
*LYNN CLARK*  
.....  
NOTARYS PRINTED NAME

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE..... *Calmore Honey* .....  
PROPERTY DESCRIPTION LOT..... <sup>1512 #18</sup> BLOCK..... <sup>+</sup> ..... CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF... *TEXAS* .....  
COUNTY OF... *MONTGOMERY* .....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *9<sup>th</sup>* DAY OF *August*  
1991 BY



*Donna K. Maples* .....  
NOTARY PUBLIC

*DONNA K. MAPLES* .....  
NOTARYS PRINTED NAME



744-01-0759

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE..... *Don Nance John*  
PROPERTY DESCRIPTION LOT.... BLOCK.... CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF *Texas*  
COUNTY OF *Montgomery*

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *15* DAY OF *May*  
1991 BY

*Shirley McCollum*

NOTARY PUBLIC



NOTARYS PRINTED NAME

Michael Cone

Y80NFile: CHPDA  
ge 1

P

744-01-0760

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.H.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991



PROPERTY OWNER'S SIGNATURE.....

PROPERTY DESCRIPTION      LOT. 33      BLOCK. 9      CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF T. EXAS.  
COUNTY OF HARRIS.

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE 7 DAY OF AUG.  
, 1991 BY


NOTARY PUBLIC

MICHAEL L. STONE

NOTARY'S PRINTED NAME

X

Y80NFile: CMPOA  
2 1

Pa

744-01-0761

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

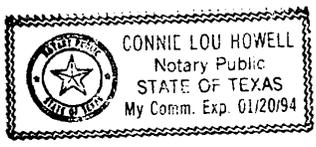
PROPERTY OWNERS SIGNATURE..... *John D. Bennett*  
PROPERTY DESCRIPTION LOT *4*.. BLOCK *5*.. CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF *Texas*.....  
COUNTY OF *Montgomery*.....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *13*...DAY OF *August*  
1991 BY

*Connie Lou Howell*  
.....  
NOTARY PUBLIC

*CONNIE LOU HOWELL*  
.....  
NOTARYS PRINTED NAME



744-01-0762

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE.....*John Jones*.....  
PROPERTY DESCRIPTION LOT...*1*... BLOCK...*4*... CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF...*Texas*...  
COUNTY OF...*Harris*..

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE *2nd* DAY OF *August*  
, 1991 BY

*Dixie Lee Thomas*  
NOTARY PUBLIC

*DIXIE LEE THOMAS*  
NOTARYS PRINTED NAME



X

EGONFile: CHPOA  
9e 1

Pc

744-01-0763

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE *Ed Hanna*  
PROPERTY DESCRIPTION LOT.... BLOCK.... CAPE MALIBU  
MONTGOMERY COUNTY, TX.

THE STATE OF.....  
COUNTY OF.....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE .....DAY OF.....  
, 1991 BY



*Lois A. Saycier*

NOTARY PUBLIC  
LOIS A. SAYCIE Notary Public  
In and for The State of Texas  
My commission expires *12/2/92*

NOTARYS PRINTED NAME

744-01-0764

PLEASE SIGN AND HAVE NOTARIZED THIS SHEET. THIS WILL CONSTITUTE A VOTE  
IN FAVOR OF THE PROPOSED CHANGES TO THE C.M.P.O.A. RESTRICTIONS AND  
COVENANTS DATED FEB. 6, 1991

PROPERTY OWNERS SIGNATURE... *Harold Hill* .....  
PROPERTY DESCRIPTION LOT... 9 BLOCK... 6 CAPE MALIBU  
5 9  
MONTGOMERY COUNTY, TX.

THE STATE OF.....  
COUNTY OF.....

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THIS THE .....DAY OF.....  
, 1991 BY



*Lois A. Saucier*

NOTARY PUBLIC  
LOIS A. SAUCIER Notary Public  
In and for The State of Texas  
My commission expires 11-12-92

NOTARYS PRINTED NAME

STATE OF TEXAS )  
COUNTY OF MONTGOMERY )  
I hereby certify that this instrument was filed  
in File Number Sequence on the date and at the  
time stamped herein by me and was duly RECORDED  
in the official Public Records of Real Property of  
Montgomery County, Texas.

SEP 13 1991



*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

SEP 13 1991  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS