

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
RESTRICTIONS: SHARPSTOWN S, SECTION 5

THE STATE OF TEXAS:

COUNTY OF HARRIS:

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

WHEREAS, SHARPSTOWN REALTY COMPANY ("Developer") created Section 5 of the Sharpstown subdivision ("Subdivision") by filing a Declaration of Covenants Conditions and Restrictions on March 24, 1960, and filed in the real property records of Harris County, Texas under File No. B153576, Being Sharpstown, Section 5, an addition in Harris County, Texas, according to the plat thereof, recorded in Vol. 54, pages 23 and 24, of the Map Records of Harris County Texas; ("the Declaration" or "the Covenants") and said Corporation has subdivided and platted said property as shown by the map of Sharpstown, Section V filed in Harris County Clerk's Office on the 4<sup>th</sup> day of January, Nineteen Hundred Fifty-seven, as depicted by County Clerk's File Number 1698992 ("Plat");

WHEREAS, Developer transferred architectural control of the Section 5 subdivision to Sharpstown Civic Association, Inc. ("Association") on December 11, 1992 by assignment filed in the real property records of Harris County, Texas under File No. N997970;

WHEREAS, the Declaration states that "a majority of the then owners of the lots" in the Subdivision may amend the Declaration by signing and recording an instrument in the real property records of Harris County, Texas;

WHEREAS, the amendments herein below shall substitute for and wholly replace the Declaration referenced above;

WHEREAS more than fifty percent (50%) of lot owners within the Subdivision have signed the foregoing document to amend the Declaration, which shall be filed in the real property records of Harris County, Texas, the Declaration is hereby amended and supplemented in its entirety to read as follows:

Being Sharpstown, Section 5, an addition in Harris County, Texas, according to the plat thereof, recorded in Vol. 54, pages 23 and 24, of the Map Records of Harris County Texas;

And said Corporations has subdivided and platted said property as shown by the map of Sharpstown, Section V filed in Harris County Clerk's Office on the 4<sup>th</sup> day of January, Nineteen Hundred Fifty-seven County Clerk's File Number 1698992.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Sharpstown Realty Company does hereby dedicate the streets, avenues, drives and parkways for use by the public as such, reserve the right to itself, its successors and assigns to at any time use the same for installation, maintenance, repairs and renewal of any and all public

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utilities, and agrees that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

## ARTICLE I: DEFINITIONS

"Association" shall mean and refer to Sharpstown Civic Association, Inc., its successors and assigns.

"Common Area" shall mean that portion of the Property owned by the Association (if any), for the common use and enjoyment of the members of the Association and shall include, but is not limited to, all recreational facilities and community facilities.

"Corner Lot" shall mean a Lot that abuts on more than one street. Any ~~lot~~ Lot, except a corner, is deemed to front on the street upon which it abuts. A Corner Lot shall be deemed to front on the street designated by the ~~Architectural Committee~~ Architectural Control Committee as hereinafter provided.

"Dwelling Unit" shall mean a residential building designed for, and limited and restricted to, occupancy by a single family on a Lot (unless specifically designated as a duplex), not including an accessory building or garage. A mobile home is not a Dwelling Unit.

"Improvement to Property" includes, without limitation: (a) the construction, installation or erection of any building, structure, fence, flatwork Dwelling Unit or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other Improvements; (c) the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration or other policies duly considered, approved and filed by the Board of Directors.

"Improvements" shall mean all structures and any appurtenances thereto of every type or kind, which are visible on a Lot, including, but not limited to: a Dwelling Unit, buildings, outbuildings, swimming pools, spas, hot tubs, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, basketball goals, flagpoles, or any other type of pole, signs, exterior tanks, solar energy devices, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave television antenna, and landscaping that is placed on and/or visible from any Lot.

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"Lot" shall mean and refer to that portion of property within the Subdivision as shown upon the Plat and any amendments thereto on which a single family home (or duplex in the event of a duplex Lot) has been built.

"Member" shall mean and refer to every Owner who owns one or more Lots within the Subdivision.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" shall mean and refer to that certain real property described as Sharpstown, Section V, an addition in Harris County, Texas, according to the plat thereof, recorded in Vol. 54, pages 23 and 24, of the Map Records of Harris County Texas, and subdivided as shown by the map of Sharpstown, Section V filed in Harris County Clerk's Office on the 4<sup>th</sup> day of January, Nineteen Hundred Fifty-seven County Clerk's File Number 1698992.

"Single Family" shall describe both the type of construction of improvements upon a Lot within the Subdivision and the use for which such construction may be utilized (with the exception of specifically designated duplex Lots). No Lot may be used for hotel, transient, commercial or business purposes, expressly including short-term rentals (defined as a lease with a duration of less than six months), or leases of less than the entire property contained within a Lot (for the purposes of this section, designated duplex Lots count as two separate Lots).

The word "~~STREET~~Street" as used herein shall include mean any street, drive, boulevard, road, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

A "CORNER LOT" is one that abuts on more than one street. Any lot, except a corner, is deemed to front on the street upon which it abuts. A Corner Lot shall be deemed to front on the street designated by the Architectural Committee as hereinafter provided.

#### ARTICLE II: MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is the subject of these covenants, including contract sellers, shall be a member of the Association and responsible for the payment of periodic assessments levied by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Association. Ownership of such Lot shall be the sole qualification for membership.

#### ARTICLE III: VOTING

The Association members shall be all those Owners as defined in Article II. All members shall be entitled to one vote for each Lot in which they hold the interest required for membership by

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Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, costs of collection thereof and reasonable attorney's fees, as herein after provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, however the lien on the Lot shall not be affected by the transfer of title.

Section 2. Purpose of Assessments. All funds collected as hereinafter provided, for the benefit of the Association from the Annual and/or Special Assessments, shall constitute and be known as the "Maintenance Fund." The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Association and for the improvement, maintenance and acquisition of Common Areas and Reserves. The responsibilities of the Association may include, by way of example, but without limitation, at its sole discretion, any and all of the following: maintaining, repairing or replacing parks, esplanades, walkways, landscaping, if any; maintaining rights-of-way, easements, and other public areas, if any; the expense of purchasing and/or operating recreation areas, if any; insecticide services; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Property to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the Maintenance Fund; contracting for policemen or watchmen; CPAs and property management firms, attorneys, porters, or any type of service deemed necessary or advisable by the Association; caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the properties in the Association neat and orderly, or to which is considered of general benefit to the Owners or occupants of the Property. It is understood that the judgment of the Association, when deciding the expenditure of said funds, shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Basis and Maximum of Annual Assessments. For the year 2019, the annual assessment shall be Two Hundred fifty and 0/100 dollars (\$250.00) per Lot.

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(a) Beginning in the year 2020, and annually thereafter, the prior year's annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July, which increase shall be cumulative once established ("Maximum Assessment").

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(b) The annual assessment may only be increased above that established by the Consumer Price Index formula by a vote of the members, provided any such change shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

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(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may not fix the annual assessments at an amount in excess of the maximum without assent of two-thirds (2/3) of the votes of the Members.

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Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis with each Lot Owner paying an amount equal to that paid by each of the other Lot owners.

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Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on January 1, 2020. 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; provided, however, that the Board of Directors shall

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have the right to adjust the annual assessment as long as any such adjustment does not exceed the maximum permitted hereunder with thirty (30) days written notice given to each owner. Written notice of the annual assessment or any adjustment thereof shall be sent to every Owner subject thereto. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%), per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Sharpstown Civic Association, Inc., or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association acting on behalf of the Lot owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his Lot.

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Section 9. Alternative Payment Schedule. Payment plans are available to an Owner whose account with the Association is delinquent. However, the Association may deny an Owner the option of entering into a payment plan if that Owner has breached a payment plan within the previous two (2) years. Upon entering into an acceptable payment plan, an Owner may make partial payments to cure its account delinquency without accruing additional penalties, although reasonable costs incurred by the Association in administering such payment plans may be charged, as well as interest accruing on the Owner's account balance. At all times during the collection process, the Association or the Association's legal counsel may enter into reasonable arrangements with Owners in an attempt to collect the obligation owed to the Association.

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Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which

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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.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Insurance. The Board of Directors, or its duly authorized agent, shall have the right to obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents, or Directors and Officers insurance. Premiums for all such insurance shall be a common expense. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association.

### ARTICLE V: RESTRICTIONS

For the purpose of ~~creating and~~ carrying out a uniform plan for the improvement and sale of property in ~~said Addition the section,~~ as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed ~~executed by or on behalf of Sharpstown Realty Company its successors and assigns, by appropriate reference to this dedication,~~ and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said addition as shown by said plat and referred to herein, and same shall constitute covenants running with the land and shall be binding upon, and shall insure to the benefit of ~~Sharpstown Realty Company and its successors~~ Sharpstown Civic Association, Inc. ~~and all subsequent purchasers~~ Owners of said property, and each such purchaser by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions and for the term of this instrument as hereinafter set forth.

### USE OF LAND

- (a) ~~Except as herein noted, no lots shall be used for anything other than residential purposes.~~
- (b) ~~No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.~~

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~~(c) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.~~

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~~(d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.~~

~~No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes. Section 1. General. The Property shall be used only for residential, recreational, and related purposes. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.~~

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Section 2. Single Family Residential Use. Each Owner shall use his Lot and the Dwelling Unit on his Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit (unless otherwise expressly stated), by way of illustration but without limitation, the use of any Lot for a garage apartment or any other apartment or for any multifamily use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees (or employee or customer vehicles) are permitted; (d) no offensive activity or condition, noise, odor, or traffic (vehicular or pedestrian) is generated and; (e) such use in all respects complies with the laws of the State of Texas, any applicable ordinances, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. No Dwelling Unit shall be occupied by more than a single family.

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Section 3. Occupants Bound. All provisions of the Declaration, Bylaws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations thereof caused by such occupants, notwithstanding the fact that such occupants of a Lot are also fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto.

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Section 4. Quiet Enjoyment. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any





and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours. The Owners or occupants of all Lots shall at all times keep their Lot in a sanitary, healthful, neat and attractive condition, including (but not limited to) the vegetation, exterior surfaces, drives and walks, and shall not permit the accumulation of trash, garbage, or rubbish of any kind thereon.

### Section 8. Leasing of Lots.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions. Lots may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his Lot for hotel or transient purposes (expressly including services such as AirBnB, VRBO and the like), which for purposes of this Section is defined as a period of less than six (6) months. No Owner shall be permitted to lease less than the entire Lot, unless otherwise specified herein. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The Owner making such lease shall not be relieved from any of such obligations. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's designated address and the name of Owner's lessee(s).

### Section 9. Parking and Prohibited Vehicles.

(a) "Commercial Vehicle" means any vehicle being used for any business, professional, commercial or manufacturing purpose, which shall include, without limitation:

- i. Any vehicle with built-in commercial equipment or attachments;
- ii. Any vehicles with more than two axles;
- iii. Any vehicle with six (6) or more wheels, with the only exception being a stock dually pick-up truck;
- iv. Any box vans other than individually owned passenger vans;
- v. Any flatbed trucks or trailers;
- vi. "Construction equipment," defined as any motorized or non-motorized vehicle or equipment generally used for construction and repair, including but not limited to bobcats, forklifts, ditch witches, trenchers, or any similar vehicles or equipment;
- vii. Any vehicle with a Gross Vehicle Weight Rating over thirteen thousand pounds (13,000 lbs.); or

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viii. Limousines, Wreckers, Taxi-cabs, busses, food trucks and off-duty ambulances.

(b) "Recreational Vehicle" means any of the following:

i. Boats, campers, trailers, RVs, watercraft, aircraft, four-wheelers, etc.

(c) Commercial or Recreational vehicles may only park within the Association while loading, or unloading, and must not be left un-attended unless fully concealed inside a garage. No Commercial or Recreational vehicle is permitted to block or hinder the ingress or egress of traffic through the Association.

(d) No vehicle may be parked or stored on any visible part of any Lot, easement, or right-of way, unless such:

i. In operating condition;

ii. Have current license plates, current registration and inspection stickers;

iii. Are in daily use as motor vehicles on the streets and highways of the state of Texas;

(e) Parking on lawns, ditches, open space areas, dirt, gravel or grass areas is prohibited. Additional hard-surface materials (driveway extensions and parking pads) must be applied for and approved prior to installation.

(f) These restrictions shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for active construction, repair or maintenance for improvements on a Lot.

(g) No Commercial Vehicle or Recreational Vehicle may be parked or stored on any part of any Lot, unless such object is inside a garage, fence, or other approved enclosure and completely concealed from public view.

(h) Periodic movement of any type of vehicle for the sole purpose of circumventing these covenants will be considered a violation of these covenants.

(i) The Sharpstown Civic Association supports and observes all ordinances of the City of Houston pertaining to vehicle and trailer parking and storage, especially as contained in Chapter 26 of the Code of Ordinances.

Section 10. Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot, shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

Section 11. Mailboxes. Mailboxes, house numbers and similar matter used in the Property must be harmonious with the overall character and aesthetics of the community. This provision with

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respect to mailboxes shall not apply when cluster box units are required by the United States Postal Service.

**Section 12. Detached Buildings.** No detached accessory buildings, except for detached garages, shall be erected, placed or constructed upon any Lot without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures.

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**Section 13. No Hazardous Activities.** No activity shall be conducted on and no Improvements shall be constructed on any property within the Property that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools of equipment.

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**Section 14. Removal of Trash and Debris During Construction.** During the construction, repair, and restoration of Improvements, Builders shall remove and haul from the Lot all tree stumps, tree limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled away from any Lot may be placed elsewhere within the Property, unless approved in writing by the Architectural Control Committee. Additionally, each Owner or Builder, during construction of the Improvements, shall continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in the street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay.

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**Section 15. Excavation.** The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot, and requires the approval of the Architectural Control Committee. Any void, depression or hole created by the removal of dirt must be filled in accordance with the requirements of the Architectural Control Committee.

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**Section 16. Damage or Destruction of Improvements.** Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all Improvements thereon in a neat and habitable manner. In the event of damage to any Improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by

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insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the Improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Architectural Control Committee, so as to present a pleasing and attractive appearance. Such Lot will be properly mowed, cleaned and maintained after the removal of such Improvement.

**Section 17. Treatment Facilities.** No Lot shall be used for the operation of a Boarding or rooming house, a residence for transients, a "group home", "family home", "community home", "half-way house", day-care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicap, or illness, or other similar matters, unless otherwise allowed by the terms of any law specifically negating the provisions of restrictive covenants prohibiting same.

(e) —

## **ARTICLE VI: ARCHITECTURAL RESTRICTIONS CONTROL**

**Section 1. Architectural Control Committee.** As used in this Declaration, the term "Architectural Control Committee" shall mean a committee appointed by the Board of Directors. The Architectural Control Committee is authorized but not obligated to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys, which need not be Members of the Association. Members of the Architectural Control Committee may be removed at any time by the Board, and shall serve for such term as may be designated by the Board of Directors of the Association or until death, resignation or removal by the Board of Directors of the Association. The Architectural Control Committee may, at its sole discretion, retain and/or delegate review of the plans and specifications to Retained Professionals to review same, who may then render an opinion to the Architectural Control Committee. The Committee and/or the Board of Directors further has the authority to promulgate additional architectural control guidelines or policies to supplement and further quantify those policies contained within these Declarations.

**Section 2. Approval of Improvements Required.** No improvements of any character shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any lot or homesite in Sharpstown, Section V, until plans and specifications have been submitted to and approved in writing by the Architectural Control Committee, as hereinafter constituted. Before commencement of work to accomplish any proposed Improvement to Property, the Owner proposing to make

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such Improvement to Property (the "Applicant") shall submit to the proper Architectural Control Committee at its respective office copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Control Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as maybe more particularly described from time-to-time in any minimum construction standards and/or architectural guidelines adopted by the Architectural Control Committee (in the case of New Construction) or the Board (in the case of all Improvements to Property other than New Construction) (the "Architectural Guidelines"). The Architectural Control Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Control Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Control Committee may postpone review of any materials submitted for approval. Such approval is to include exterior design, the type of material to be used and the colors to be applied on-to the exterior of the structure, and such approval is to be based on the following ~~general non-exclusive~~ requirements, stipulations, and restrictions:

- (a) No dwelling shall be erected or placed on any lot having a width of less than 64 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
- (b) All lots in the tract shall be known and described as residential lots as shown on Map of Sharpstown, Section V, filed in Harris County Clerk's office, on the 4th day of January, Nineteen Hundred Fifty-Seven, County Clerk's File Number 1698992.
- (c) No structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and not to exceed two car garage, except ~~that on for~~ Lots 28 to 39 incl., Block 1 and Lots 35-45 incl., Block 12 on which duplex buildings ~~will~~ may be permitted.
- (d) No structure shall be moved on to any lot.
- (e) No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence, except as provided in paragraph (i) below, nor shall any residence of a temporary character be permitted. No temporary building shall be erected or maintained on any lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

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(f) ~~No garage apartment for rental purposes shall be permitted. Living quarters on property other than in main building may be used for bonafide servants only.~~ No structure on a Lot other than the main residence may be used for residential purposes. This provision expressly prohibits garage apartments, conversions of detached garages, separate rental quarters or any other residential structure not contained within the main residence.

(g) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(h) The Architectural Control Committee reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made with the thought in mind of the best general appearance to that immediate section.

~~(i)~~ Dwellings on corner lots shall have a presentable frontage on all streets on which that particular corner lot fronts.

~~(i)~~ No residence shall be constructed on any lot or building site in the subdivision for less than actual cost than Thirteen Thousand Five Hundred Dollars (\$13,500). These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of January 1, 1960, and all future value of improvements is to be given consideration based upon comparative costs of labor and material at the time of construction, using the basic value hereinabove given.

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~~(i)~~(j) No residence shall be constructed on any lot or building site in the Subdivision of less than Thirteen Hundred (1,300) square feet of ground floor area, exclusive of porches and garage.

~~(i)~~(k) The Building lines of any residence to be erected in Sharpstown, Section ~~H-V~~, shall be as follows:

- a. Not less than twenty-five (25) feet to the front property line and not less than five (5) feet from either side property line except that on all corner lots no structure shall be erected nearer than ten (10) feet from the side property line abutting a street. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line.
- b. Any building set back as shown on recorded plot shall take precedent, if greater, than those indicated in preceding paragraph.

~~(m)~~(l) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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

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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 a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

~~(m)~~(m) No radio aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot.

~~(n)~~(n) No detached garage, ~~servant's house~~ or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet to the front Property line, nor nearer than three (3) feet to either side property line, nor nearer than the easement on the rear or side property line of said lot. This does not ~~apply~~apply to garages ~~and servant's quarters~~ when attached to the main residence ~~but any servant's quarters attached to the main residence must be in the rear of same~~. No outside toilets will be permitted.

~~(p)~~ ~~No house shall be built on a lot having a width at the building line of less than sixty (60) feet.~~

~~(o)~~(o) Fifty percent (50%) of all front elevation excluding gables, and window and door openings must be of masonry. No outbuilding shall exceed in height the dwelling to which they are appurtenant, without the written consent of the ~~Architectural Committee~~Architectural Control Committee. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant. The right is reserved by the ~~Architectural Committee~~Architectural Control Committee to change the set back restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate community.

~~(p)~~(p) No building of frame construction on the exterior of any kind or character shall be erected on any lot unless same at the time of construction, shall receive at least two coats of paint.

~~(q)~~(q) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence to improve, and then the material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line.

~~(r)~~(r) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such materials, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.



(s) 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 upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any lot.

~~The Corporation hereby designates and appoints Frank W. Sharp, R. E. Jordan and Beryl M. Doane, all of Houston, Harris County, Texas, as the Architectural Committee, which Committee and its successors, are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such committee~~ Architectural Control Committee shall have the

right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the committee, the remaining members or member shall have the full right and authority to act hereunder and to designate a representative to so act. ~~In the event said committee or its designated representative fails to approve or disapprove any design or location within thirty days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with.~~ Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. At any time a vacancy exists on said Committee, ~~the Corporation~~ the Association shall have the right to fill any vacancies; and should it fail to do so within thirty days after receiving notice of such vacancy, the remaining members or member of the committee shall have the right to fill any vacancy. All appointments and designations of persons as successors to the Committee shall be made in writing by recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the Committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created. ~~At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee or to withdraw from the Committee or restore to it any of its powers and duties. Such instrument shall show the property owned by each petitioner. If, at any time the Corporation is dissolved or otherwise ceases to exist, then thereafter the owners of fifty-one percent of the lots in Sharpstown (one lot or homesite constituting one ownership) becoming dissatisfied with the Committee as then constituted, shall have the right to remove any member or members of said Committee, and may designate and appoint a new member or members by written petition bearing the signature of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.~~

## ARTICLE VII: DURATION OF RESTRICTIONS

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These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority two-thirds (2/3) of the then owners of the lots in this section has been recorded agreeing to change said covenants in whole or in part terminate these restrictions. However, notwithstanding this provision, the Board of Directors of the Association shall have the power to unilaterally amend these Declarations for the sole purpose of bringing the Declarations into compliance with Texas Law, and the Owners may amend these Declarations at any time by written document signed by a majority of Owners.

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### ARTICLE VIII: RIGHT TO ENFORCE

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The restrictions herein set forth shall be binding upon the Corporation the Association, its successors and assigns and all parties claiming by, through or under it or them, and all subsequent property owners in Subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions, provided, however, that no such person or Corporation corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any one of these covenants by judgment or court order will in no wise affecting any of the other provisions which shall remain in full force and affect.

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Sharpstown Development Company, The Association, and its successors and assigns, shall have the right to enforce observance and performance of such restrictions, covenants, and conditions, and in order to prevent a breach or to enforce the observance or performance of same shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Property after notice (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the Improvements situated thereon by the Owner or any other Person), without liability by the Association to the Owner, tenant, or guest thereof, for the purpose of enforcement of this Declaration or Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the

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Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by exclusion, after notice, of any Member or Member's family, guests, or tenants from use of any recreational facilities in the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues; (e) by levying and collecting, after notice, a Reimbursement Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (f) by levying and collecting, after notice, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants.

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The Association shall have the right to promulgate Rule and Regulations to supplement, enhance, explain, expand upon or quantify the provisions set forth in these declarations, including the express authority to levy fines, fees and charges for the violation of such Rules or these Declarations, or any other governing document or policy of the Association.

#### ARTICLE IX: EASEMENTS

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It is agreed that all sales and conveyances of lots and dedication of streets in said Subdivision shall be subject to the easements and right of way as shown on the map of Sharpstown, Section V, filed on the 4<sup>th</sup> day of January 1957, County Clerk's File Number 1698992, recorded in Vol. 54 Pages 23 & 24 of the Map Records of Harris County, Texas, and to any easements over, under, along and across such portions of each lot, as may be reserved in each deed as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies into and upon said property for the purpose aforesaid.

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These is also reserved and dedicated herewith for the use of all public utility companies, easements for down guy anchors and push braces adjacent to and within three (3) feet of the side

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lines of lots in said Subdivision, said down guy anchors and push braces to extend not more than twenty-five (25) feet from the center line of the dedicated easements as shown on the map of said Subdivision. There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all dedicated utility easements as shown on the map of said Subdivision.

This instrument of dedication relates to and affects the above described property and shall not affect other property not herewith described.

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~~IN WITNESS WHEREOF, the undersigned Association has executed this Declaration to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.~~

~~SHARPSTOWN CIVIC ASSOCIATION, INC.,  
a Texas Non-Profit Corporation~~

~~By:  
\_\_\_\_\_  
Matt Wine, President~~

~~STATE OF TEXAS §~~

~~COUNTY OF HARRIS §~~

~~This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Matt Wine, President of Sharpstown Civic Association, Inc., a Texas Non-Profit Corporation~~

~~\_\_\_\_\_  
Notary Public, State of Texas~~

~~IN TESTIMONY WHEREOF, SHARPSTOWN DEVELOPMENT COMPANY has caused these presents to be executed by its President and its corporate seal affixed hereto on this the 22<sup>nd</sup> day of March 1960:~~

~~SHARPSTOWN REALTY COMPANY~~

~~\_\_\_\_\_  
President  
ATTEST:~~

~~\_\_\_\_\_  
Secretary~~

~~THE STATE OF TEXAS:  
COUNTY OF HARRIS:~~

~~BEFORE ME, the undersigned authority on this day personally appeared Frank W. Sharp, President of Sharpstown Realty Company, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said Corporation.~~

~~GIVEN under my hand and seal of office this 22<sup>nd</sup> day of March, 1960:~~

~~\_\_\_\_\_  
Notary Public in and for Harris  
County, Texas~~

~~DEED RECORDS  
VOL 3974 PAGE 86  
STATE OF TEXAS  
COUNTY OF HARRIS~~

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~~I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County Texas, as stamped hereon by me on~~  
March 24, 1960  
County Clerk  
Harris County, Texas

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