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THE STATE OF TEXAS)
COUNTY OF HARRIS) 1880480

WHEREAS, heretofore on the 4th day of March, 1957, by instrument filed for record in the Office of the County Clerk of Harris County, Texas, under file number 1748403, El Lago Development Company did impose certain restrictions, covenants, easements and reservations on a certain 31.24 acre tract out of the Ritson-Morris Survey, Harris County, Texas, and known as EL LAGO, SECTION ONE, according to the plat of said subdivision filed for record in the Office of the County Clerk of Harris County, Texas, on September 7, 1956, under File Number 1650839, and it is now desired to change and amend said reservations, covenants, easements and restrictions in the manner hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT EL LAGO DEVELOPMENT COMPANY, a Texas corporation, acting herein by and through its duly authorized officers, and being the sole owner of all of the lots in said EL LAGO, SECTION ONE, does hereby covenant and agree that Restrictions (h) and (t) of said Restrictions of March 4, 1957, are hereby changed and amended so that the same shall hereafter read as follows:

(h) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, stone, stone-veneer, concrete, or other masonry type construction, but the Architectural Control Committee, as outlined in paragraph (b), above, shall have the power to waive the masonry requirements so as to allow the erection of all redwood panel walls or all cedar panel walls. The type, quality, and color of the roofing materials must be approved by the Architectural Control Committee.

(t) Beginning January 1, 1958, each residential lot in EL LAGO, SECTION ONE, shall be subject to an annual maintenance charge, of not more than three mills per square foot of lot area, for the purpose of creating a fund to be known as the El Lago Maintenance Fund, to be paid by the then owner of each lot in connection with like charges to be paid by the owners of the other lots in EL LAGO, SECTION ONE, and subsequent sections. The charge for subsequent sections will not start until the first day of January in the year following the completion of improvements for each such section. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon said lots, which lien shall in every way be secondary, subordinate and inferior to any first mortgage lien placed on the lot by the owner of a home on the lot for the purpose of purchasing said home or of improving said home, and any vendor's lien, superior title, mechanic's and materialman's lien, or deed of trust lien placed on any lot for said purposes shall be superior to the lien to secure the maintenance charge.

Until such time as there are forty (40) occupied homes in EL LAGO, SECTION ONE, or subsequent sections, this maintenance charge shall be paid to EL LAGO DEVELOPMENT COMPANY for administration and disbursement. When forty (40) homes have been occupied in EL LAGO, SECTION ONE, or subsequent sections, EL LAGO DEVELOPMENT COMPANY shall turn over the books and records of the fund to a non-profit corporation, chartered in accordance with the laws of The State of Texas, for administration and disbursement. Each lot owner in EL LAGO, SECTION ONE, and subsequent sections, shall have one vote for each lot owned on which the charge is paid in the election of the Directors of the non-profit corporation and for all other voting matters of the corporation. A majority vote shall prevail in all matters and the corporation shall hold

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Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

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Attest: 3/18/2024
Teneshia Hudspeth, County Clerk
Harris County, Texas


Leonardo Banda

Deputy



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yearly elections for at least one-third of the directorships. As used hereafter the term "Administrator" shall apply to either EL LAGO DEVELOPMENT COMPANY, when it has jurisdiction of the fund, or to the non-profit corporation when it has such jurisdiction.

The annual charge may be adjusted by the Administrator from year to year as the needs of the property may, in its judgment require, but shall in no event be set at a greater amount than three mills per square foot per year. An annual balance sheet of the fund will be mailed to each owner of property in EL LAGO, SECTION ONE, and subsequent sections. Any resident shall have the right, upon five days written request, to examine the books and records of the maintenance fund providing that such examination must take place during normal business hours.


EL LAGO DEVELOPMENT COMPANY agrees to pay such maintenance charges for its unsold lots in any section subject to the charge.

The Administrator shall apply the total of the sums so collected, so far as they may be sufficient, for the providing of fire protection, police or watchmen, street lighting maintenance, fogging, garbage or rubbish pickup, for the repair and maintenance of streets, paths, parks, parkways, esplanades, and vacant lots, for the construction and maintenance of recreational facilities including, but not by way of limitation, any "Reserves" partially owned in EL LAGO ESTATES in conjunction with the owners of EL LAGO ESTATES, for the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which annual maintenance charges apply, and for doing any other things necessary or desirable in the opinion of said Administrator to maintain or improve the property, or which the Administrator considers to be of general benefit to the owners or occupants of EL LAGO, SECTION ONE, or subsequent sections. It is agreed that the decisions of said Administrator shall be final so long as such expenditures are made in good faith.

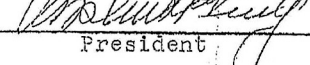
These maintenance charges shall continue for a period of fifteen (15) years from the date of the filing of the restrictions of March 4, 1957, and then shall continue for successive five (5) year periods, until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County, Texas, agreeing to the abandonment of such charges.

The present owners and holders of the vendor's and deed of trust liens covering the property comprising EL LAGO, SECTION ONE, to-wit, C. PAUL HARRIS and GULF ACCEPTANCE CORPORATION, do by the execution of this instrument, join in the above amended reservations, restrictions, and covenants on EL LAGO, SECTION ONE, and each and every homesite, tract, lot, or parcel of land therein, and agree that said amended reservations, restrictions, and covenants, shall continue in full force and effect and be binding upon the said C. PAUL HARRIS and GULF ACCEPTANCE CORPORATION, their heirs, successors and assigns, and any interest now owned or hereafter acquired by them in EL LAGO, SECTION ONE, or any part thereof, and said amended restrictions shall be for the benefit of the said C. PAUL HARRIS and GULF ACCEPTANCE CORPORATION, their heirs, successors, and assigns, and any person or corporation owning or hereafter acquiring any part or parcel of the land in said EL LAGO, SECTION ONE. The said C. PAUL HARRIS and GULF ACCEPTANCE CORPORATION, do by the execution of these amended covenants, agreements, reservations and restrictions, subordinate their vendor's liens and deed of trust liens covering the said EL LAGO, SECTION ONE, to all of the amended covenants, agreements, reservations and restrictions herein set out.

EXECUTED this 11th day of October, 1957.

ATTEST:

Secretary

EL LAGO DEVELOPMENT COMPANY

BY: 
President

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Deputy



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C. Paul Harris
C. PAUL HARRIS

Walter M. Mischer
WALTER M. MISCHER CO.

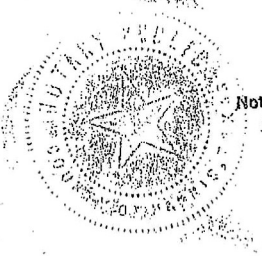
Gulf Acceptance Corporation
GULF ACCEPTANCE CORPORATION

Garrett Butler
FIRST CONTINENTAL MORTGAGE CO.

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared C. PAUL HARRIS, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 28th day of December, 1957.



MARVEL CAREY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1959

Manuel Casey
Notary Public in and for
Harris County, Texas

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared WALTER M. MISCHER, President of WALTER M. MISCHER CO., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WALTER M. MISCHER CO., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 19th day of December, 1957.



Glenn W. Loggins
Notary Public in and for
Harris County, Texas

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Leonardo Banda
Deputy

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STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared J. A. Green of GULF ACCEPTANCE CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GULF ACCEPTANCE CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 28th day of December, 1957.

Theresa J. ...
Notary Public in and for
Harris County, Texas

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Barnett Butler, President of FIRST CONTINENTAL MORTGAGE CO., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST CONTINENTAL MORTGAGE CO., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 28th day of December, 1957.

Barbara J. Atkins
Notary Public in and for
Harris County, Texas



CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT P. PUIG, President of EL LAGO DEVELOPMENT COMPANY

, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

EL LAGO DEVELOPMENT COMPANY a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of December A. D. 1957

William Belle ...
Notary Public in and for Harris County, Texas

Filed for Record April 14 1958 at 10:20 o'clock A M.
Recorded May 7 1958 at 9:30 o'clock A M.
W. D. MILLER, Clerk County Court, Harris County, Texas
By Julia Reynolds Deputy

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