

MAY-14-76 435922 E764216 LS B PD
COMMUNITY SERVICES CHARGE
DEERFIELD VILLAGE -
PATIO HOMES

7.50

E764216

141-02-0771

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: THAT

FRIENDSWOOD DEVELOPMENT COMPANY, hereinafter called Friendswood, is the owner of that certain property in Section 17, A-908 of the W.C.R.R. Co. Block 2 Survey, Harris County, Texas, which is more particularly described as a tract or parcel of land known as Deerfield Village Patio Homes, Section One, as recorded in Volume 235, Page 124 of the Harris County Map Records.

In order to provide a common fund to be applied toward the common good of Deerfield Village for the purpose of rendering constructive civic service, promoting the social welfare of Deerfield Village and of the residents thereof, to promote and provide municipal, educational, and recreational services and facilities for the residents of Deerfield Village, to provide parkway and public grounds maintenance, negotiation of garbage and trash collection contract, police service, fire protection, and other similar services, Friendswood does hereby subject all of the property in Deerfield Village Patio Homes, Section One, which may be sold by it, to an annual community services charge, the provisions of which are as set out below and shall be deemed to be included in all deeds of conveyance of any property in Deerfield Village hereafter executed the same as if said provisions were set out in full in each of said deeds of conveyance. It is specifically understood that deeds of conveyance of said property, or any part thereof, may contain the community services charge provisions by reference to this document, but whether or not such reference is made, such charge shall be valid and binding upon the respective grantees as if said community services charge provisions were included in deeds of conveyance for each tract sold as follows:

"The property herein conveyed is hereby subjected to an annual community services charge currently set at \$132.00 per patio home lot for the purpose of creating a fund to be known as "Community Services Fund" to be paid by the then owner of this property (in conjunction with a charge to be paid by the owners of other properties sold in all patio home sections of Deerfield Village as hereinafter provided) annually in advance to Grantor herein, its successors and assigns, in Houston, Texas, on the first day of January of each year. All past due services charges shall bear interest from their due date at the highest legal interest rate per annum, allowed in the State of Texas at that time, until paid. Such charges as hereinabove provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each single family residential lot and/or unit, which such liens shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments, levied by the City, County and State Governments or any political subdivision or special district thereof, and (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any such charges or assessments become due and payable. Any foreclosure of any such prior

or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through other court proceedings shall not cut off and extinguish the liens securing said community services charges which became due and payable prior to such foreclosure date should such funds resulting from the foreclosure be available, and no such foreclosure shall free any lot and/or unit from the liens securing assessments there- after becoming due and payable, nor shall the personal obligation of the owner foreclosed be extinguished by any foreclosure. It is further provided that Grantee shall pay at the time of this conveyance that fractional part of the annual community services charge determined by multiplying said annual community services charge by a fraction, the numerator of which is the number of months between the 1st day of the month following the date of this conveyance and the next succeeding 1st day of January and the denominator of which is twelve (12). Such charge and lien are hereby assigned by Grantor to Deerfield Village Patio Homes Community Association, Inc., a Texas non-profit corporation (without recourse on Grantor in any manner for payment of such charge) which will collect all such annual community services charges and will administer such Community Services Fund, in order that uniformity and continuity may be maintained and preserved.

141-02-0772

"Such annual charge may be raised or lowered from year to year by the Board of Trustees of the Deerfield Village Community Association, Inc., its successors and assigns, as follows:

- 1) The cumulative increases shall at no time exceed (percentage-wise) the amounts set forth above, by more than an amount equivalent to the percentage change in the Consumer Price Index, as published by the U.S. Bureau of Labor Statistics, for the previous year divided by the Consumer Price Index for the base year 1975,
- 2) Such charge shall not be increased or decreased otherwise, except by a favorable vote equal to a simple majority of the votes cast by the then owners of the various properties paying such charge at an election called by the Association for the purpose, and
- 3) All adjustments to the Community Services Charge shall be applied equally (percentage-wise) to all property owners paying such Community Services Charge.

"In addition to the annual services charge 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, reconstruction, repair or replacement of a capital improvement being maintained by the Deerfield Village Patio Homes Community Association, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3's) of the votes as outlined below of the then owners of the property voting in person or by proxy at a meeting duly called for this purpose.

"For voting purposes in connection with changes in annual assessments and/or special assessments, a single family residence owner or owners shall have one vote for each residential unit owned.

"Additional land in Section 17, A-908 of the W.C.R.R. Co. Block 2 Survey, Harris County, Texas, may be added or annexed by Friendswood, its successors or assigns to the Properties subjected to the Community Services Charge at any time or from time to time, within fifteen (15) years from the date of this instrument; however, Friendswood shall not be obligated to add or annex such additional land. Such additional land which may be added or annexed shall become subject to an Annual Assessment, and shall have voting rights fixed by Friendswood at the time of such addition or annexation, which Annual Assessment rate and voting rights for land added or annexed by Friendswood may be different from the rates provided for herein, provided that the assessment rate and voting rights set by Friendswood shall be fair and equitable to all property owners.

141-02-0773

"Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:

1. To render constructive civic welfare for the promotion of the social welfare of the community and of the citizens of Deerfield Village, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation;
2. To promote and/or to provide municipal services and educational and public recreational services and facilities for residents of Deerfield Village;
3. To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities;
4. To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

Street lighting, parkways, common areas, and greenbelts, maintenance of, mosquito abatement, security protection, fire protection, street sweeping and maintenance, parks and public grounds maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which services will be billed directly to each property owner separate from and in addition to the community services charge), and the enforcement of restrictions upon the use of property in Deerfield Village.

"It is understood that the judgment of the said Deerfield Village Patio Homes Community Association, Inc., its successors and assigns, in the allocation and expenditure of said funds shall be final so long as such judgment is exercised in good faith. The enumeration of services above carries no obligation to furnish any of such services except to the extent of funds actually received.

"Such charge shall continue until June 30, 2010, and for the successive ten (10) year periods of extension, unless a majority of the then voters paying such charge vote to discontinue such charge. The discontinuance of such charge shall be evidenced by written instrument certifying such vote and signed and acknowledged by the Board of Trustees of Deerfield Village Patio Homes Community Association, Inc., and filed for record in

the Official Public Records of Real Property of Harris County, Texas. Notwithstanding the above, the discontinuance of such service charges may be enacted only if any and all indebtedness of the Association to Friendswood has been satisfied or unless otherwise approved by lienholders and the holders of indebtedness for property for which the Association is obligated.

141-02-0774

"Notwithstanding anything to the contrary herein contained, the community services charge shall never be applicable to: (1) any property, whether retained by Grantor or sold to others, used as parks, public recreational areas, greenbelts and greenways, golf courses, esplanades, schools, churches or for other public uses; (2) lands included in drill sites required by owners of the mineral estate for the development of the reserved mineral interests; and (3) unimproved land sold to developers provided Grantor shall obligate such developers to assume Grantor's obligation hereunder with respect to incorporating provisions for such charge in all conveyances of such land by such developers."

Mellon Bank, N.A., Pittsburgh, Pennsylvania, as lienholder of land within Deerfield Village Patio Homes, Section One, has hereunto caused its name to be signed and the same to be done by the signatures of its duly authorized officer for the purpose of consenting to, ~~ratifying, confirming and adopting~~ this instrument.

Cullen Center Bank & Trust, a state banking association located in Houston, Texas, as lienholder of land within Deerfield Village Patio Homes, Section One, has hereunto caused its name to be signed and the same to be done by the signatures of its duly authorized officer for the purpose of consenting to, ratifying, confirming and adopting this instrument.

This instrument levying and fixing a Community Services Charge for Deerfield Village Patio Homes, Section One, has been executed by Friendswood Development Company at Houston, Texas, on the 3rd day of April, 1976.

ATTEST:

B. B. Biene
Secretary

FRIENDSWOOD DEVELOPMENT COMPANY

By N. D. Leland
Vice President

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TRANS. 98
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CONT. 98

ATTEST:

[Signature]
PENNY H. P.
ASSISTANT REAL ESTATE OFFICER

MELLON BANK, N.A.

By [Signature]
ASSISTANT VICE PRESIDENT

ATTEST:

[Signature]
Assistant Cashier

CULLEN CENTER BANK & TRUST

By [Signature]
Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. D. Grandard, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of April, 1976.



Catalyn Stephenson
Notary Public in and for
Harris County, Texas

STATE OF Pennsylvania
COUNTY OF Allegheny

RECORDER'S MEMORANDUM:
This page is not satisfactory for photographic
recording due to carbon or photo copy, dis-
colored paper, etc., or due to illegibility. All
black-outs, additions and changes were present
at time instrument was filed and recorded.

BEFORE ME, the undersigned authority, on this day personally appeared John H. Lock, known to me to be the person whose name is subscribed to the foregoing instrument as Assistant Vice President of MELLON BANK, N.A., 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 MELLON BANK, N.A.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of May, 1976.

Robert R. Newton
Notary Public in and for
Allegheny, Pennsylvania
ROBERT R. NEWTON, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
June 9, 1977

141-02-0775

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day
personally appeared E. H. LaMair, Jr., known to me
to be the person whose name is subscribed to the foregoing
instrument as Senior Vice President of CULLEN CENTER BANK &
TRUST, 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 CULLEN CENTER
BANK & TRUST.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th
day of May, 1976.



Lillian Hawkins
Notary Public in and for
Harris County, Texas
LILLIAN HAWKINS
Notary Public in and for Harris County, Texas
My Commission Expires 1, 1977

141-02-0776

RETURN TO:
RANDALL PARISH
Rm. 1665 E DREISER
P.O. Box 2160
HOUSTON, TX 77001