

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and entered into between CAPE CONROE LIMITED, a Texas limited partnership, acting by and through its General Partner, Ves-Tex Land Development, Inc., and CAPE CONROE II LIMITED, a Texas limited partnership, acting by and through its General Partner, Tex-Ves Land Development, Inc.;

W I T N E S S E T H:

WHEREAS, CAPE CONROE LIMITED is owner and developer of Cape Conroe, Section I, located in Montgomery County, Texas, plat of which is recorded in Volume 10, Page 7, and replat of Block 3 thereof recorded in Volume 10, Page 30, of the Map Records of Montgomery County, Texas, in which said Section I certain areas are reserved for the building and maintenance of facilities, including those hereinafter listed, for the benefit of the lot owners in Cape Conroe Subdivision; and

WHEREAS, CAPE CONROE II LIMITED is the owner and developer of Section II of Cape Conroe Subdivision, plat of which is recorded in Volume 10, Page 49, of the Map Records of Montgomery County, Texas, in which Section II certain areas are reserved for the building and maintenance of facilities, including sewerage disposal plant and a deep water well and pump station, for the benefit of lot owners in Cape Conroe Subdivision; and

WHEREAS, the parties hereto have each provided for the creation of a maintenance fund and the assessment of maintenance charges on individual lots, to be applied toward the common good of the community, civic betterment, municipal, educational and public recreational purposes in the respective section of which it is the developer; and

WHEREAS, there is in the process of establishment, a public utility system created by political subdivision to be known as Stanley Lake Municipal Utility District for the furnishing of certain utilities to Cape Conroe Subdivision, primarily water and sewerage; and

WHEREAS, the parties hereto desire to assure the mutual benefit and pleasure of all property owners in said Section I and Section II of Cape Conroe Subdivision;

NOW, THEREFORE, for and in consideration of the mutual promises, agreements, covenants and conditions hereinafter set forth and the benefits to be realized by each, the parties hereto agree as follows:

1. All of the recreational and common facilities such as swimming pool, bath house, fishing pier, boat docks, boat launching ramp, tennis courts, park, playground and picnic areas physically located in Section I of Cape Conroe Subdivision shall be and are hereby declared to be common for the use and enjoyment of the owners of lots in both Section I and Section II of Cape Conroe Subdivision.

2. The maintenance fund for Section I and the maintenance fund for Section II of the Subdivision shall be joined into one common maintenance fund, to be known as "Cape Conroe Maintenance Fund", to be utilized for the total common good of the community, civic betterment, municipal, educational and recreational purposes, including construction and maintenance of the facilities listed in paragraph 1. above, of Cape Conroe Subdivision.

3. The jurisdiction of Stanley Lake Municipal Utility District shall apply to both Section I and Section II of Cape Conroe Subdivision and insofar as is pertinent pursuant thereto, the parties hereto declare that all tracts of land, easements and/or rights-of-way reserved and/or dedicated to the public for utility purposes by the parties hereto regarding Cape Conroe may be utilized as necessary by the said Stanley Lake Municipal Utility District in fulfilling the purposes of the said Stanley Lake Municipal Utility District.

All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto,

their legal representatives, successors and assigns and to the lot owners in Cape Conroe Subdivision.

This Agreement is executed this 30th day of September, 1972, in multiple originals, each of which shall be deemed an original for all purposes and all of which shall constitute but one instrument.



CAPE CONROE LIMITED, a Texas Limited Partnership

By Hubert Vestal  
President of  
Ves-Tex Land Development, Inc.,  
General Partner

ATTEST:

Charles G. Howard  
Secretary

CAPE CONROE II LIMITED, A Texas Limited Partnership

By Charles G. Howard  
Vice President  
of Tex-Ves Land Development, Inc.,  
General Partner

ATTEST:

Robby Howard  
Asst. Secretary



THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Hubert Votal, 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 and in the capacity therein stated.

GIVEN under my hand and seal of office, this 30 day of September, 1972.

Lynd Hubbard  
Notary Public in and for  
Harris County, T e x a s

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Charles Johnson, 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 and in the capacity therein stated.

GIVEN under my hand and seal of office, this 30 day of September, 1972.

Lynd Hubbard  
Notary Public in and for  
Harris County, T e x a s

FILED FOR RECORD  
AT 4 O'CLOCK P.M.

OCT 5 1972

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tx.  
By Opal Lee Hester Deputy