

Residential Section 4 (Four) - Restriction Renewal
(Filed 12/04 Film# 598-37-0581 & File# Y176454)

AMENDED DEED RESTRICTIONS

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

The undersigned, being a majority of the owners of the “Subdivision” (as defined in this document), desiring to create, continue and carry out a uniform plan for the improvement, development, and maintenance of all of the lots in said Subdivision, for the benefit of the present and future owners of said lots, do hereby modify and change those certain reservations, restrictions, covenants and easements applying to said Subdivision and previously filed for record on the twenty-eight day of October 1955 under clerk’s file number 09041 of the deed records in the office of the county Clerk of Harris County, Texas, and do hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in said Subdivision on and after the effective date hereof. Any contract or deed which may have been heretofore or may be hereafter executed with regard to any of the lots in said Subdivision shall conclusively be held to have been executed, delivered and accepted with the following reservations, restrictions, covenants and easements, whether or not said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed.

DEFINITIONS

The following words or phrases shall for purposes of these amended Deed Restrictions have the meanings assigned to them as follows:

1. Subdivision: That 29.235 acre tract of land out of the James D. Owen Survey, Harris County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as Meyerland. Section 4.
2. Association: The Meyerland Community Improvement Association is made up of property owners within the subdivision. Voting members must be current in payment of the maintenance fee for their property.
3. Board of Directors: Owners of property who reside in Meyerland subdivision who are elected by property owners of each individual subdivision sub section.
4. Committee: Architectural Control Committee.

5. Plat: the plat of the Subdivision filed for record in the office of the county Clerk of Harris County, Texas, on the 28th day of October, 1955, under File No. 1509041.
6. Structure: Anything, which is built, erected, constructed, assembled or otherwise joined together by other than natural forces. When appropriate, the use herein of "Structure" includes, but is in no event limited to Buildings, Dwellings, Carports, Porte Cocheres, pools, and Accessory Buildings defined below.
7. Building: Any Structure which is enclosed by two or more walls, and affixed to or resting upon the ground "Building", as used herein, specifically includes, but is not limited to a garage, whether it is attached to or detached from the Dwelling.
8. Dwelling: Any Building used or which can be used as a residence by one or more persons.
- 9 Carport: Any Structure used or which can be used as a shelter for a motor vehicle.
10. Porte Cochere: Any Structure used or which can be used as a shelter for persons getting into or out of a motor vehicle.
11. Accessory Building: Any Building which is not used as a residence and used principally for storage of personal non-commercial property.
12. Single Family: One person; or two or more persons related by blood, marriage, or adoption; or a maximum of two persons unrelated by blood or marriage.
13. Single Family Dwelling: A Dwelling, as defined above, for a Single Family, as defined above.
14. Interior Lot Line: Any boundary line of a lot (as shown on the Plat) other than those boundary lines adjacent to a street.
15. Front Lot Line: The boundary line of a lot (as shown on the plat), which is adjacent to the street on which the original Dwelling is fronted.

16. Side Street Lot Line: Any boundary line of a lot (as shown on the Plat) adjacent to a street, which is not a Front Lot Line.

RESTRICTIONS

ARTICLE 1.

LAND USE AND STRUCTURE TYPE:

No lot within the Subdivision shall be used for any purpose except for single Family residential purposes. Notwithstanding the foregoing it is not the intention of the Association to limit the number of individuals who have not attained the age of 18 years of age who are brothers and/or sisters who may be domiciled with their parent, parents or other legal guardian or the designee of such parent, parents or legal guardian with the prior written consent of said parent, parents or legal guardian. It is not the intention of the Association to violate any local, state, or Federal Laws or Regulations and if this section is construed. by any court of competent jurisdiction and found to be invalid, illegal or unenforceable then this section shall be construed to be amended to limit the restriction to the maximum limitation allowed by law.

No Structure shall be erected, located, placed or permitted to remain on any lot other than the following:

One (only) detached Single Dwelling not to exceed three stories in height,

One (only) private garage for not more than three cars,

One (only) Carport,

One (only) Porte Cochere,

One (only) Accessory Building,

Fences, sidewalks, pools and other Structures which are not Buildings, and which are appropriate for residential purposes and which are not otherwise in violation of other sections of these restrictions.

In no event is this provision to be interpreted to mean that any Buildings in addition to those listed herein in Section I will be allowed to be erected, located, or placed on any lot within the Subdivision.

ARTICLE 2.

ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee, hereinafter referred to as the "Committee", shall have the exclusive authority and responsibility to interpret and to approve or disapprove the plans and/or specifications for creation, erection, installation, modification, alteration and/or relocation, of any and all Structures on all lots in the Subdivision.

The Committee is presently composed of three volunteer members of the Association whose names and addresses are as follows:

Richard Jucker, 4818 Imogene, Houston, TX 77096
Alex Brailas, 8722 Ferris, Houston, TX 77096
Don Carter, 4915 Imogene, Houston, TX 77096

In the event of death, incapacity, or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor(s). A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor any designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of at least two thirds of the lots in the Subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties.

ARTICLE 3.

ARCHITECTURAL CHANGE CONTROL:

No Structure including, but not limited to, any Building, Dwelling, garage, Carport, Porte Cochere, Accessory Building, driveway, sidewalk, landscaping, fence, walk pool, fountain, or statuary shall be commenced, constructed, erected, placed or maintained in the Subdivision, nor shall any exterior addition to or alteration thereto be made unless and until the construction plans and specifications therefore, together with a site plan showing the location of all Structures (both existing Structures, if any, and the Structures covered by the plans and specifications) with reference to property lines, building lines and easements have been submitted to and approved in writing by the Committee.

The construction plans and specifications shall specify, in such form as the Committee may require, and nature, kind, shape, height, exterior color scheme, materials, and location of any proposed Structure and/or the alterations to a Structure. In the event the committee fails to approve or disapprove the plans and specifications with ninety (90) days of the submission thereof, the committee's approval of the plans and specifications will not be required, and compliance with Article 3 will be deemed as approved.

Without limitation of the powers herein granted, the Committee shall have the right to specify a limited number of acceptable exterior materials, colors, and/or finished that may be used in the construction, alteration, maintenance or repair of any Structure. Where not otherwise specified herein, the committee also shall have the right to specify requirements for each lot, as follows: minimum set backs; driveway access to adjacent streets; the location, height and extent of fences, walls and other screening devices and orientation of Structures with respect to streets; walks and Structures on adjacent property.

The Committee shall have full power and authority to reject any construction plans and specifications which do not comply with the restrictions herein imposed; fail to meet the committee's minimum construction or architectural design requirements and/or that are not compatible with the overall character and aesthetics of the Subdivision. Completion of any Structure or an alteration of, or addition to, any Structure prior to Committee approval shall not constitute a defense to any suit for enforcement of these restrictions.

ARTICLE 4.

ROOFS:

Any proposals for the repair or replacement of a roof must be submitted to the Committee and approved in writing by the Committee prior to commencement of the repair or replacement. No repair or replacement shall be approved unless it complies with the then-existing standards established by the Architectural Control Committee. Completion or repair or replacement of any roof prior to Committee approval shall not constitute a defense to any suit for enforcement of these restrictions. Notwithstanding the above, a repair of a roof that (1) affects less than twenty percent (20%) of the total surface area of the roof, 2) does not alter the pitch, color, design, type of materials or composition of the roof as originally constructed, and (3) is otherwise in compliance with all then-existing deed restrictions and Architectural Control Committee standards for roof construction, may be commenced without prior written approval of the Architectural Control Committee. Within thirty (30) days of completion of such a repair written notice shall be provided to the Architectural Control Committee of the completion of a roof repair without prior plan approval. If the completed repair is found to be in

noncompliance with the then-existing deed restrictions of Architectural Control committee standards for roof construction, a notice to that effect shall be sent by the Committee and all legal and equitable remedies for noncompliance with these restrictions may then be sought.

ARTICLE 5.

ERRORS AND OMISSIONS:

Any errors, or defects in, or omissions from the construction plans and specifications or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors or defects in or omissions from any such plans and specifications or site plan (whether the same relate to lot lines, building lines, easements, usability, fitness for the purpose intended or otherwise.)

ARTICLE 6.

DWELLING SIZE:

The ground floor area of the main residential structure, exclusive of one story open porches and garage, shall not be less than 1500 square feet for a one story dwelling nor less than 1100 square feet for a dwelling of more than one story in Blocks 1 and 3; not less than 1600 square feet for a one story dwelling nor less than 1200 square feet for a dwelling of more than one story on Lots 2 through 16, both inclusive, Block 32; not less than 1800 square feet for a one story dwelling nor less than 1300 square feet for a dwelling of more than one story, on Lots 17 through 27, both inclusive, and Lot I, all in Block 32, and Lots 1 through 12, both inclusive, in Block 33, and not less than 2000 square feet for a one story dwelling nor less than 1500 square feet for a dwelling of more than one story on Lots 13 through 22, both inclusive, in Block 33. Unless otherwise specifically approved in writing by the Architectural Control Committee, all of the external material of the main residential structure on all lots shall be masonry.

ARTICLE 7.

STRUCTURE LOCATION:

No building, Carport or Porte Cochere shall be located on any lot nearer to the Front Lot Line or nearer to the Side Street Lot Line than the minimum building setback line shown on the Plat. In any event, no Building, Carport or Porte Cochere shall be located on any lot nearer than 25 feet to the Front Lot Line, or nearer than 10 feet to any Side Street Lot Line. No building, Carport or Porte Cochere shall be located nearer than 10 feet to any Interior Lot Line, except that a garage or Accessory Building which is permitted under Article 1 of these restrictions and which is located 75 feet or more from

the Front Lot Line may be a minimum distance of 3 feet from an Interior Lot Line as shown on the Plat. No garage located closer than 75 feet to the Front Lot Line shall face and open at less than a 90 degree angle to the front lot line. Existing garages may open towards the front and side streets if applicable. The garages on the newly constructed residence may not open to Endicott Street, except Garages on Lots 2 and 3 of Block 32.

No building other than garage may be closer than 10' to rear property line and no building, even of a temporary nature may be placed in utility easements. For the purpose of this covenant, eaves extending no more than three feet from any Building, Carport or Porte Cochere or one foot from any other Structure; steps; and unroofed terraces shall not be considered as part of the Building, Carport or Porte Cochere, providing however that this shall not be construed to permit any portion of a Structure on a lot to encroach upon another lot.

Conversion of, alteration of, or change in use of a garage or any other Structure as permitted under Article 1 of these restrictions is prohibited if the resulting Structure or its use is in violation of the Structure location requirements of this Article 7. All such conversions or alterations must be approved by the Committee.

ARTICLE 8.

LOT AREA AND WIDTH:

No Structure shall be erected or placed on any lot having a width of less than 75 feet at the building line shown on the Plat, nor shall any Structure be erected or placed on any lot having an area of less than 9500 square feet.

ARTICLE 9.

EASEMENTS:

Easements for installation and maintenance of utilities are reserved as shown and provide for on the recorded Plat.

ARTICLE 10.

VEHICLES:

No vehicle which is inoperative, wrecked, dismantled, partially dismantled, discarded, or which does not have lawfully affixed thereto, both an unexpired license

plate and a valid motor vehicle safety inspection certificate, shall be permitted upon any lot if visible from the street or adjoining lot.

ARTICLE 11.

BOATS, MOBILE HOMES, MOTOR HOME RECREATIONAL VEHICLES, AND TRAILERS:

No boats, mobile homes, motor home, recreation vehicles, trailers, or any other similar vehicle or device shall be placed on any lot for any period for more than a total of 48 day light hours during a calendar month in such a manner that it is visible from the street or the adjoining lot or lots.

Article 12.

Sidewalks:

Concrete sidewalks four feet (4') wide shall be constructed continuously along all front and side streets adjacent to all lots. The sidewalk shall be installed as a part of the improvements placed upon the lots, and shall be located between the lot lines and the curb lines. The exact locations, grades and specifications of the sidewalks shall be as required by the city of Houston. If for any reason, the sidewalk is totally or substantially removed, a replacement sidewalk must be installed within six months from said removal.

ARTICLE 13.

FENCES AND WALLS:

Fences and walls shall not be more than eight feet (8) in height. Fences and walls may extend to the interior lot line, but shall not be forward of the front minimum Building setback line, nor extend forward of the foremost portion of the Building. Walls and fences shall not be placed between the Side Street Lot Line and the minimum building setback line from the side street. Walls are to be constructed of masonry material and fences are to be constructed of a Committee approved wood material, plastic or decorative metal. Existing chain link fences are permitted to remain. Future fence replacements or new fencing are also to be constructed of a Committee approved material.

ARTICLE 14.

MICELLANEOUS STRUCTURES, DEVICES AND APPARATUS:

No dish type antennas or similar devices shall be placed, erected or located in the Subdivision that will be visible from a street. No structure, device or apparatus shall be erected or installed without the prior approval of the Architectural Control Committee.

ARTICLE 15.

EXTERIOR LIGHTS:

Exterior lighting shall be shielded so as not to be offensive to neighboring property Owners.

ARTICLE 16.

STORAGE AND STORAGE SHEDS:

Accessory Buildings used, as storage sheds will be permitted only on lots having opaque fences; and no portion of such Structure may be higher than the fence, unless the view of such Structure is screened from the street and adjacent lots. Nothing shall be stored upon a lot in violation of either state law or City of Houston ordinances, nor where it is visible from a street.

ARTICLE 17.

TEMPORARY STRUCTURES:

No Structure of a temporary character, trailer, basement, tent, shack, garage, barn or Accessory Building shall be used on any lot at any time as a Dwelling either temporarily, or permanently.

ARTICLE 18.

SIGNS:

No signs of any kind shall be displayed to the public view on any lot except:

One unlighted sign of not more than 5 square feet advertising the property for sale, rent or lease; and, if applicable,

One unlighted contractor company sign of not more than 5 square feet only while construction is in progress; and one unlighted security sign of not more than 2 square feet in size located not more than 2 feet above the ground and positioned within a planting or landscape bed not more than four feet from the nearest portion of the dwelling, or in the event no such bed exists, the sign shall not be more than 1 foot from the nearest portion of the dwelling.

ARTICLE 19.

LIVESTOCK AND POULTRY:

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. City of Houston ordinances as pertaining to registration, inoculation, number of pets and leashing shall be adhered to.

ARTICLE 20.

OBSTRUCTION OF PUBLIC THOROUGHFARES:

No fence, wall, hedge, or shrub planting or anything which obstructs sight lines at elevations between 2 and 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight -line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree, hedge or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

Trees and shrubs shall be trimmed so as not to obstruct sight lines of streets and sidewalks below a height of 6 1/2 feet.

ARTICLE 21.

GARBAGE AND REFUSE STORAGE OR DISPOSAL:

No lot improved or unimproved shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash, garbage, other waste or containers therefore, shall not be placed

or stored in a location visible from the street prior to 6:00 p.m. on the date prior to trash/garbage pickup day. All trash containers must be removed from sight as soon as possible, but not later than 10:00 p.m. on the trash pickup day.

ARTICLE 22.

LAND NEAR PARKS AND WATER COURSES:

No Building shall be placed on nor any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water source is not altered or blocked by such fill.

ARTICLE 23.

OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in exploring for or the production of oil, natural gas, or other minerals shall be erected, maintained or permitted upon any lot.

ARTICLE 24.

NUISANCES:

No noxious or offensive activity shall be permitted to occur on any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the residents of nearby lots. No owner of any lot shall permit or continue to permit the, erections, placement or existence upon that lot of any condition which endangers the health of any neighboring owner or resident, nor which disturbs the reasonable enjoyment of any neighboring property by the owner or resident.

ARTICLE 25.

MAINTENANCE OF PROPERTY:

All residences and other buildings located within the subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery or

dead trees shall be cut and removed from any lot at the expense of the Owner. Grass growing over sidewalks, driveways, and curbs shall be presumed to be unattractive.

In the event any Owner of any Lot in the subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after seven (7) days notice to the Owner of said Lot setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements located thereon. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the lien herein retained. Alternatively, the Association or any Owner of a Lot may bring an action at law or in equity to cause the Owner to bring said property into compliance with these restrictions.

ARTICLE 26.

CITY ORDINANCES:

No owner of or person residing on a lot in the Subdivision shall commit, continue to permit any violation of the animal control, health, safety and/or welfare ordinances of the City of Houston or if applicable, health ordinances, laws or regulations.

ARTICLE 27.

MAINTENANCE FUND:

Each lot covered by these restrictions is subject to an annual maintenance fee provided for by a covenant contained within the Deed from Meyerland Development Corporation to the first purchaser of such lot. A lien to secure payment of the maintenance fee is established in this deed. The obligation to pay the annual maintenance fee rests, and will continue to rest, on each person who owns a lot in the subdivision and other sections of Meyerland. The annual maintenance fee is due and payable to the Meyerland Community Improvement Association on January 1st of each year. The fee, if not paid by Feb. 1 of that year, is delinquent. Each owner, by acceptance of a deed, is deemed to covenant and agree to pay these fees.

The amount of the annual maintenance charge may be adjusted from year to year by the Meyerland Community Improvement Association as the need may, in the Association's judgment, require, but in no event shall the total of all such maintenance

fund charges be raised above 8 mils per square foot of lot area unless the cost of living as measured by the United States Department of Labor, Bureau of Labor and Statistics, or equivalent, hereinafter referred to as "Index" increases over the index value for the year, 1979, in which case the annual charge may be increased at the same rate as the increase in said Index. Reasonable attorneys' fees incurred by the Meyerland Community Improvement Association for the collection of delinquent annual maintenance charges together with interest at the rate of ten percent (10%) per annum on such charge shall be responsibility of the respective lot owner and shall be a charge on the land and continuing lien upon the lot.

The Meyerland Community Improvement Association shall apply the total fund arising from such annual charge, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes: Enforcing these Amended Deed Restrictions or doing anything necessary or desirable in the opinion of Meyerland Community Improvement Association, to safeguard property or residents, to keep property in the Subdivision and other sections of Meyerland, neat and in good order, or which it considers of general benefit to the owners or residents of the Subdivision and other sections of Meyerland, it being understood that the judgment of the Meyerland Community Improvement Association in the expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith.

ARTICLE 27.5

ASSESSMENTS FOR SECURITY SERVICES

The Board of Directors of the Association may, by resolution adopted at any regular or special meeting, levy an Assessment for the sole purpose of defraying, in whole or in part, the cost of providing security services and related expenses. These Assessments for Security Services shall be fixed at a uniform rate for all Lots. The Meyerland Community Improvement Association shall apply the total fund arising from such Assessments, so far as the same may be sufficient, toward the payment of expenses incurred for security services. Assessments for Security Services shall be due on January 1 of the year for which the Assessment is to be applied. To secure payment of Assessments for Security Services a lien upon against each lot shall be imposed and retained in the same manner as described in Section 27 regarding creation of the Maintenance Fund.

ARTICLE 28.

AMENDMENTS AND CHANGES TO RESTRICTIONS AND COVENANTS:

These restrictions and covenants may be amended and changed at any time by the affirmative vote of the then owners of a majority of the lots shown by the recorded plat of

the Subdivision, evidenced by a written agreement signed and acknowledged by the then owners of a majority of such lots. For the purpose of this Article 28, it shall be presumed that the owners of the property as reflected by the deed records of Harris County, Texas, have full ownership of the lots. For the purposes of determining a majority vote of the lots each lot will be entitled to one vote. When more than one person or entity holds an ownership interest in any lot, the vote for such lot shall be exercised as the owners thereof determine. Any lot owner's acknowledged signature of a written agreement amending and changing these restrictions and covenants shall be made with the knowledge, consent, and authority of at least a majority of the co-owners, if any, of such lot. In the event at least one but less than all owners of a lot sign a written agreement amending and changing these restrictions and covenants, the knowledge, consent, and authority of a majority of the co-owners of a lot will be presumed.

An amendment or change to these restrictions and covenants shall become effective upon such written agreement being filed for record in the office of the county Clerk of Harris county, Texas; provided, however, that the persons or persons requesting an amendment or change, or the Meyerland Community Improvement Association if it be the requestor, shall bear all expenses in connection therewith. Notwithstanding anything herein to the contrary, any amendment or change to these restrictions and covenants made pursuant to this section shall not affect or abrogate the purposes of these restrictions as set out in Article 1 of this instrument.

Article 29.

TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, after which date said covenants shall be automatically extended for successive periods of ten years unless an instrument providing changes to said covenants has been signed by the then owners of a majority of the lots and recorded.

Article 30.

APPLICABILITY:

These restrictions shall supercede, replace and take precedent over those restrictions previously filed of record in the Real Property Records of Harris County, Texas.

ARTICLE 31.

ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Meyerland Community Improvement Association or any owner of a lot in this subdivision, or both, is authorized to enforce these restrictions and covenants in any manner provided by law.

ARTICLE 32.

SEVERABILITY:

Invalidation of any one of these covenants restrictions or provisions or any part thereof by judgment or court Order shall in no way affect any of the other restrictions provisions and covenants which shall remain in full force and effect.

ARTICLE 33.

LIBERAL CONSTRUCTIONS:

These restrictions shall be liberally construed so as to give the broadest interpretation thereof and to facilitate their enforcement. In no event will a rule of strict construction be applied where construction, applicability or enforcement of these restrictions is at issue.

This instrument has been prepared and may be signed in multiple counterparts. The signatures appearing on any counterpart shall be treated as also having been made on each counterpart. All signed counterparts shall be collectively read and treated as a singular original instrument.

The recording of the signed multiply counterparts of this instrument shall be treated as the recording of a singular original instrument of the date and time that the first multiple counterpart is recorded.