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FIRST AMENDMENT TO
 SUPPLEMENTAL DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 SETTLERS VILLAGE, SECTION TWO
 EXCEPT RESERVES A, B AND C
 (A SUBDIVISION IN HARRIS COUNTY, TEXAS)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This First Amendment to the Supplemental Declaration, made on the date hereinafter set forth by GIBRALTAR SAVINGS ASSOCIATION, a Texas corporation (hereinafter referred to as "Gibraltar").

RECITATIONS

ROBERT B. BRUNSON and THE STONE JOINT VENTURE (a joint venture composed of H. Spencer Stone and Vivian Jo Stone (collectively, the "Original Declarant") have previously executed that certain Supplemental Declaration of Covenants, Conditions and Restrictions, which was filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. F983617 and recorded under Film Code No. 121-86-1602 in the Official Public Records of Real Property of Harris County, Texas (hereinafter referred to as the "Original Supplemental Declaration", and, except as amended herein, all terms for which a definition is specified in the Original Supplemental Declaration shall have the same meaning when used in this First Amendment), imposing on SETTLERS VILLAGE, SECTION TWO EXCEPT RESERVES A, B and C, a subdivision containing 340 Lots situated in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 41 of the Map Records of Harris County, Texas, all those certain covenants, restrictions, easements, charges, liens and conditions therein set forth. Gibraltar has purchased the Properties from Original Declarant and, in connection therewith, has succeeded to the rights of Original Declarant as "Declarant" in the Original Supplemental Declaration. Subsequent to the purchase of all of the Properties from Original Declarant, Gibraltar conveyed record title to a portion of the Properties to other parties, however, Gibraltar is still the owner of those certain Lots in the Subdivision as described more fully on Exhibit "A" attached hereto and made a part hereof for all purposes, which Lots owned by Gibraltar constitute more than fifty-one percent (51%) of all Lots in SETTLERS VILLAGE, SECTION TWO. Gibraltar, being the current owner of more than fifty-one percent (51%) of all Lots in SETTLERS VILLAGE, SECTION TWO, and which Lots owned by Gibraltar are encompassed within and subject to the provisions of the Original Supplemental Declaration, desires to amend the Original Supplemental Declaration in the particulars hereinafter set forth. There are no liens affecting any portion of the Properties.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, Gibraltar, the owner of more than fifty-one percent (51%) of all of the Lots in SETTLERS VILLAGE, SECTION TWO, acting herein under the authority contained in Article VIII, Section 1. of the Original Supplemental Declaration, does hereby make and enter this First Amendment to Supplemental Declaration of Covenants, Conditions, and Restrictions for SETTLERS VILLAGE, SECTION TWO EXCEPT RESERVES A, B and C, a subdivision in Harris County, Texas, and hereby declares as follows:

1. Article IV, Section 1. of the Original Supplemental Declaration is hereby amended by deleting in its entirety the text of the first grammatical paragraph of such Section 1. appearing in the Original Supplemental Declaration, and substituting the following therefor.

"Section 1. Single family zero lot line, detached, residential construction. All Lots shall be known, described and used as Lots for residential purposes only, and no building shall be erected, altered, or permitted to remain on any Lot, other than one detached nonzero lot line or one detached zero lot line residential family dwelling unit used for residential purposes only, said units not to exceed two (2) stories in height. Each such dwelling unit as described in this Supplemental Declaration shall have an attached garage which is large enough to accommodate at least one (1) automobile. No dwelling exclusive of open porches, garages, or patios shall be permitted on any Lot in the Subdivision at a cost of less than \$20,000, based upon cost levels prevailing on the date this Supplemental Declaration is recorded. Detached garages are prohibited. Nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. As used herein, the term "Residential Purposes" shall be construed so as to prohibit apartment complexes, mobile homes or trailers being placed on the Lots, and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes."

2. Article IV, Section 3. of the Original Supplemental Declaration is hereby amended so that the minimum permitted number of square feet of the ground floor area of the main residential structure (a) for a one (1) story dwelling shall be 800 square feet, and (b) for a one and one-half (1 1/2) story dwelling shall be 900 square feet.

3. Sections 5. and 6. of Article IV of the Original Supplemental Declaration are hereby amended by deleting in their entirety the text of such Sections 5. and 6. appearing in the Original Supplemental Declaration, and substituting the following therefor:

"Section 5. Building Location. No building shall be located on any Lot between the building setback lines shown on the Subdivision Plat and the street. Detached nonzero lot line dwellings: No detached nonzero lot line dwelling shall be located on any Lot nearer than ten (10) feet from any existing residential building structure situated on any other Lot which is contiguous to such Lot. No detached nonzero Lot line dwelling shall be located nearer to any interior Lot line (other than the rear Lot line) than the minimum setback relative thereto which the Architectural Control Committee shall specify in writing concurrently with its approval of plans and specifications for such building in accordance with the terms of this Article IV (and the Architectural Control Committee is hereby specifically granted the authority to specify and prescribe such minimum set backs relative to such Lot lines). Notwithstanding any other

provisions hereof to the contrary, no such detached nonzero Lot line dwelling shall be located (and the Architectural Control Committee shall have no authority to permit buildings to be located) nearer to any interior Lot line (other than the rear Lot line) than three (3) feet. Detached zero Lot line dwellings: Subject to the provisions of this Section, one wall of the building, or garage may be located on one side Lot line on interior Lots if the dwelling is a single detached zero Lot line dwelling. However, this wall shall not have any windows, doors or other such related openings. The other wall of the building, carport or garage shall be a minimum of six (6) feet to an interior Lot line or ten (10) feet to an exterior Lot line on a corner Lot.

No building, nor any part thereof, shall be located on any Lot nearer than ten (10) feet to the rear Lot line or within any easement (even if wider than ten (10) feet) along such rear Lot line. For the purposes of this Section, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or to extend beyond the building set back line. For the purposes of this Supplemental Declaration, the front Lot line of each Lot shall coincide with and be the Lot line having the shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot and will be provided with driveway access from the front of the Lot; provided that such access may be from the front or side of all corner Lots unless the Architectural Control Committee in its discretion, requires that access to a corner Lot be from the front of such corner Lot. For purposes hereof, the term "corner Lot" shall mean and refer to any Lot which abuts more than one street.

Section 6A. Composite building site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than thirty-five (35) feet.

Section 6B. Maintenance of building exterior for Zero Lot Line Detached Residential Structures. Each Owner of a zero Lot line detached residence always shall have the right to enter the adjacent property to perform maintenance upon the building wall that is on the property line (zero lot line wall), and Owner shall at all times keep this wall in good repair. All deeds of trust upon these lots shall so convey this right of easement. This covenant shall in no way be construed as giving the Owner the right to enter upon the adjacent property for any other reason than for maintenance of the zero lot line wall."

4. Article IV, Section 8. of the Original Supplemental Declaration is hereby amended by adding the following paragraphs at the end thereof:

"Notwithstanding anything contained herein in this Supplemental Declaration to the contrary; including specifically, but without limitation, the provisions of Article IV, Sections 1., 3., 4., and this Section 8. relating to land use, types of buildings, dwelling size, types of construction and temporary buildings, nothing shall be construed and/or determined to prohibit the erection, alteration, placement or continued maintenance on any Lot of a structure of a temporary nature to be used solely for storing household goods and materials, yard tools and yard machinery; provided, however, the construction plans and specifications therefor and a plan showing the location of the structure thereon must have been approved expressly by the Architectural Control Committee, acting pursuant to the authority granted to it in Section 2. above, prior to the erection, placing or construction of said structure on any Lot. The Architectural Control Committee shall have full and unqualified discretion to specify and prescribe the exterior design and the type, color and general appearance of any such building or other structure to be erected, placed or constructed on any Lot.

Additionally, no such structure may be erected, placed or constructed on any Lot until such time as the Owner has caused to be constructed a solid wood or masonry fence on said Lot in accordance with the provisions of subparagraph (f) of Section 4. of Article IV hereof. The provisions of this paragraph providing for the erection, placement, construction and maintenance of a structure of a temporary character on a Lot to be used solely for storing household goods and materials, yard tools and yard machinery is a specific exception to the general provisions of this Section 8. and the existence of this exception is not to be construed as limiting the generality of the provisions of this Section 8. or the other provisions of this Supplemental Declaration."

5. Article IV of the Original Supplemental Declaration is hereby amended by adding the following as Section 14:

"Section 14. Maintenance of Lot. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein premitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, the Association may, at its option, without liability to the Owner or to occupant in trespass or otherwise, enter upon said lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do

any other thing necessary to secure compliance with this provision in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, by submitting a statement setting forth the cost of such work to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such charge, together with interest thereon at the rate of ten percent (10%) per annum and reasonable costs of collection (including court costs and attorneys' fees), shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such charge. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien created hereby against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. The lien securing such charge shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot."

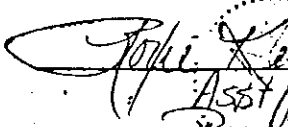
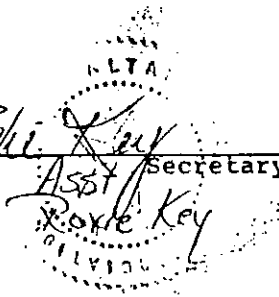
6. This First Amendment shall be binding upon and inure to the benefit of Gibraltar and all other owners of any portion of the Properties, and their respective heirs, legal representatives, substitutes, successors and assigns. Further, Gibraltar hereby adopts, ratifies and confirms the Original Supplemental Declaration as expressly amended hereby, and the Original Supplemental Declaration as amended hereby shall be and remain in effect and enforceable in accordance with the provisions of Article VIII of the Original Supplemental Declaration.

7. Pursuant to the requirement set forth in Section 3, Article VIII of the Original Supplemental Declaration, the Department of Housing and Urban Development, Federal Housing Administration joins herein to evidence its approval of the amendments to the Original Supplemental Declaration made herein.

IN WITNESS WHEREOF, Gibraltar has executed this First Amendment on the date set forth in the acknowledgement below, to be effective as of the 7th day of January, 1982.

ATTEST:

GIBRALTAR SAVINGS ASSOCIATION-


Roxie Key
Asst. Secretary


BY: W. Leroy Land
Senior Vice President
W. Leroy Land

DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT, FEDERAL HOUSING AD-
MINISTRATION

BY: James M. Wilson
JAMES M. WILSON

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. Leroy Land, Executive Vice President of GIBRALTAR SAVINGS ASSOCIATION, 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, on this the 7th day of January, ~~XXXXXX~~ 1983.

Melissa Baker
Notary Public in and for
Harris County, T e x a s
Melissa Baker
(Print Name)

My commission expires:
1/4/85

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James M. Wilson, Supervisor of the DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL HOUSING ADMINISTRATION, a department of the United States Federal Government, 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 department of the United States Federal Government.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of December, 1982.

Glynda L. Powell
NOTARY PUBLIC in and for
Harris County, T E X A S.

My commission expires:
8-12-85

GLYNDA L. Powell
(print name)

EXHIBIT "A"
TO
FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SETTLERS VILLAGE, SECTION TWO
EXCEPT RESERVES A, B AND C
- (A SUBDIVISION IN HARRIS COUNTY, TEXAS)

The following constitute all of the Lots in SETTLERS VILLAGE,
SECTION TWO owned by Gibraltar:

<u>Lots</u>	<u>Block</u>
49-107, inclusive	5
22-37, inclusive	6
17-23, inclusive	8
5-35, inclusive	9
1-4, inclusive	10
15-18, inclusive	11
1-12 and 67-72, both inclusive	12
1-45, inclusive	13
1-33, inclusive	14
1 and 2	15
1 and 2	16
1	17
1-13, inclusive	18

There are a total of 340 Lots in SETTLERS VILLAGE, SECTION TWO.

RETURN TO:

STEVE BREWSTER
GIBRALTAR SAVINGS
P.O. BOX 73404

HOUSTON TEXAS 77290

PH 537-3221

FILED
 JAN 7 3 34 PM 1983
 County Clerk
 HARRIS COUNTY, TEXAS