

23550

## FIRST AMENDMENT TO DECLARATION

OF

## COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

THE COUNTY OF BRAZORIA §

WHEREAS, on the 24th day of July, 1984, General Homes Corporation, a Texas corporation, as Declarant and Owner of that certain property known as SOUTHWYCK, SECTION IV, a subdivision in Brazoria County, Texas, according to a map or plat thereof recorded in Volume 17, Pages 187 and 188, in the Map Records of Brazoria County, Texas, filed an instrument entitled Declaration of Covenants, Conditions and Restrictions for Southwyck, Section IV, a subdivision in Brazoria County, Texas, in the Real Property Records of Brazoria County, Texas, which document was filed under Brazoria County Clerk's File Number 27027.

WHEREAS, Article III, Section 15, provides:

Section 15. Maximum height of antenna. No radio or television aerial wires, radio or television antenna, or satellite dishes of any kind shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, to include satellite dishes, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, including satellite dishes, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot.

WHEREAS, Article IV, Section 1, provides:

Section 1. Approval of building plans. No building, fence, wall or other structure shall be commenced, erected, placed, or altered on any Lot nor shall any exterior addition to or change or alteration therein be made until the construction plans, specifications and a plot plan showing the nature, kind, shape, height, materials and location of same, have been approved in writing as to harmony of exterior design, color and location in relation to surrounding structures, topography and finished

ground elevation, and as to compliance with minimum construction standards set by the Village Architectural Control Committee and approved by the Master Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Village Architectural Control Committee, or its designated representative prior to commencement of construction. The Village Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its discretion. The Village Architectural Control Committee shall have authority to approve construction of any improvement on any Lot, and its judgment shall be subject to the review and approval of the Master Architectural Control Committee, whose judgement shall be final and conclusive. The Master Architectural Control Committee shall have exclusive and complete authority to approve any construction, alteration or repair to the perimeter fence and any other property within its jurisdiction and no such work may be performed without this committee's prior written approval. The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

WHEREAS, Article VII, Section 3, provides:

Section 3. Rate of assessment. The maintenance assessments set out in Section 1. of this Article shall be paid by the Owner or Owners of each Lot in the Village Association, in semi-annual installments on or before every January 15 and July 15 following conveyance of the Lot to an Owner. The maintenance charge on Class B Lots and Lots owned by Builder shall be a minimum of 50% of the assessments for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot on the date these Covenants, Conditions and Restrictions are

recorded. The entire accrued maintenance assessments as to Class B Lots and Builder owned Lots is converted to a Class A Lot by reason of the Owner's purchase of a residence thereon. The semi-annual periods for which maintenance charges shall be levied shall be January 1 through June 30 and July 1 through December 31, with payment being due within fifteen (15) days after the end of each such period, as described above. The rate at which each Lot shall be assessed as to the maintenance assessment set out in Section 1. Subparagraph (a) shall be determined annually, and may be adjusted from year to year by the Board of Directors of the Village Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Village Association, require; the rate at which each lot shall be assessed as to the maintenance assessment set out in Section 1. Subparagraph (b) shall be determined annually, and may be adjusted from year to year by the Board of Directors of the Master Association as the needs of the subdivision(s) may, in the judgment of the Board of Directors of the Master Association, require; provided that such assessments shall be uniform and in no event will such assessments or charges exceed three hundred twenty-four dollars (\$324.00) per Lot per year, or twenty-seven dollars (\$27.00) per Lot per month, unless increased as provided below. The Master Association and Village Association may collect special assessments as well as annual assessments above described by majority vote of its members at a meeting duly called for that purpose.

WHEREAS, Article VII, Section 5, provides:

Section 5. Maximum annual assessment. (a) Village Association Maintenance Fund: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Village Association maintenance assessment shall be seven dollars (\$7.00) per lot, per month. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without

a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of each class of Members in the Association present and voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors of the Village Association may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of the first semi-annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto on or before December 1 of each year. The dates shall be established by the Board of Directors. (b) Master Association Maintenance Fund: Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual Master Association maintenance assessment shall be twenty dollars (\$20.00) per lot, per month. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased year to year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of each class of Members in the Association present and voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors of the Master Association may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the first semi-annual assessment period, which shall begin on the first of January of each year.

WHEREAS, the Declarant desires to amend the existing restrictions as described below.

NOW, THEREFORE, pursuant to the above recitals, General Homes Corporation, a Texas corporation, hereby amends Article III, Section 15, Article IV, Section 1 and Article VII,

Sections 3 and 5 of the existing restrictions and adopts, establishes and imposes upon all the lots described above and declares the following reservations, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and which shall supersede and be controlling over any previously executed and recorded restrictions, covenants and conditions:

Article III, Section 15. Maximum height of antenna.

No radio or television aerial wires, radio or television antenna, shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot. No satellite dish of any kind which is visible from any ground location off of the Lot shall be maintained on any portion of any Lot unless such satellite dish is adequately screened from view. Any screened enclosure must have prior approval from the Architectural Control Committee.

Article IV, Section 1. Approval of building plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alteration, be made to the Lot, improvements, appurtenances, or corporeal hereditaments, until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing as to harmony of exterior design, color and location in relation to surrounding structures, topography and finished ground elevation, and as to

compliance with minimum construction standards set by the Village Architectural Control Committee and approved by the Master Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Village Architectural Control Committee, or its designated representative prior to commencement of construction. The Village Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its discretion. The Village Architectural Control Committee shall have authority to approve construction of any improvement on any Lot, and its judgment shall be subject to the review and approval of the Master Architectural Control Committee, whose judgement shall be final and conclusive. The Master Architectural Control Committee shall have exclusive and complete authority to approve any construction, alteration or repair to the perimeter fence and any other property within its jurisdiction and no such work may be performed without this committee's prior written approval. The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Article VII, Section 3. Rate of assessment. The maintenance assessments set out in Section 1. of this Article shall be paid by the Owner or Owners of each Lot in the Village Association, in semi-annual installments on or before every January 15 and July 15 following conveyance of the Lot to an Owner. The maintenance charge on Class B Lots and Lots owned by Builder shall be a minimum of 50% of the assessments for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot on the date these Covenants, Conditions and Restrictions are recorded. The entire accrued maintenance

assessments as to Class B Lots and Builder owned Lots is converted to a Class A Lot by reason of the Owner's purchase of a residence thereon. The semi-annual periods for which maintenance charges shall be levied shall be January 1 through June 30 and July 1 through December 31, with payment being due within fifteen (15) days after the end of each such period, as described above. The rate at which each Lot shall be assessed as to the maintenance assessment set out in Section 1. Subparagraph (a) shall be determined annually, and may be adjusted from year to year by the Board of Directors of the Village Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Village Association, require; the rate at which each lot shall be assessed as to the maintenance assessment set out in Section 1. Subparagraph (b) shall be determined annually, and may be adjusted from year to year by the Board of Directors of the Master Association as the needs of the subdivision(s) may, in the judgment of the Board of Directors of the Master Association, require; provided that such assessments shall be uniform and in no event will such assessments or charges exceed four hundred eighty dollars (\$480.00) per Lot per year, or forty dollars (\$40.00) per Lot per month, unless increased as provided below. The Master Association and Village Association may collect special assessments as well as annual assessments above described by majority vote of its members at a meeting duly called for that purpose.

Article VII, Section 5. Maximum annual assessment.

(a) Village Association Maintenance Fund: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Village Association maintenance assessment shall be twenty dollars (\$20.00) per lot, per month. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above

only by approval of two-thirds (2/3) of each class of Members in the Association present and voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors of the Village Association may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of the first semi-annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto on or before December 1 of each year. The dates shall be established by the Board of Directors. (b) Master Association Maintenance Fund: Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual Master Association maintenance assessment shall be twenty dollars (\$20.00) per lot, per month. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased year to year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of each class of Members in the Association present and voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors of the Master Association may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the first semi-annual assessment period, which shall begin on the first of January of each year.

PURSUANT to Article X, Section 4, of the original Declaration, the Federal Housing Administration and the Veterans Administration have evidenced their approval of the terms and conditions hereof.



IN WITNESS WHEREOF, this First Amendment of Declaration of Covenants, Conditions and Restrictions is executed this 10<sup>th</sup> day of July, 1985.

ATTEST:

By: Patricia G. Klein  
Patricia G. Klein  
Assistant Secretary

GENERAL HOMES CORPORATION

By: [Signature]  
Kenneth F. Belanger  
Vice President

ATTEST:

By: William B. Robeson  
William B. Robeson

MBANK HOUSTON, NATIONAL ASSOCIATION, AS AGENT

By: Lawrence P. Schanz  
Lawrence P. Schanz

All of the Class A Members, as evidenced by their signatures below, have unanimously consented to the increase in the maximum annual assessment as provided in Article VII, Section 5 of the Covenants, Conditions and Restrictions of Southwyck, Section IV.

ATTEST:

By: Mary Leigh Ward  
MARYLEIGH WARD

By: Gerry Lowry  
GERRY LOWRY

ATTEST:

By: Mary Leigh Ward  
MARYLEIGH WARD

By: [Signature]  
THOMAS C. BROWN

FEDERAL HOUSING ADMINISTRATION

[Signature]  
WILLIAM ROBERTSON, JR.

VETERANS ADMINISTRATION

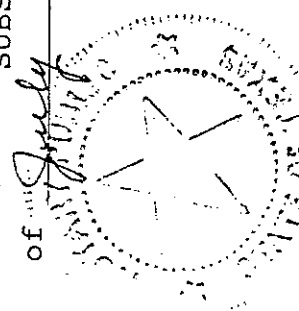
[Signature]  
Deborah R. Johnson  
Acting Chief of COC

85157 909

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared Kenneth F. Belanger, Vice President of General Homes Corporation, known to me to be the person and officer 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.

SUBSCRIBED AND SWORN to before me this 2<sup>nd</sup> day of July, 1985.

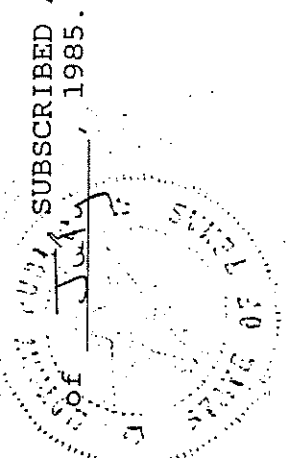


Frances Green  
Notary Public in and for the State of Texas

FRANCES GREEN  
Notary Public in and for the State of Texas  
My Commission Expires March 18, 1989

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority on this day personally appeared Lawrence P. Schanzmayer Senior Vice President of MBank Houston, National Association, As Agent known to me to be the person and officer 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.



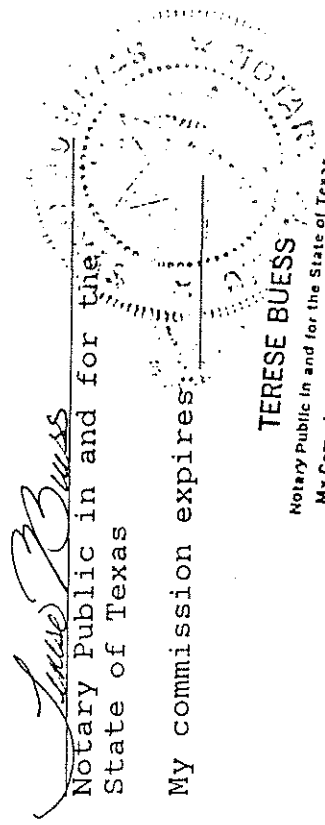
SUBSCRIBED AND SWORN to before me this 2<sup>nd</sup> day of July, 1985.

Pamela G. Coan  
Notary Public in and for the State of Texas  
My commission expires: 11-16-85

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority on this day personally appeared Gerry Lowry, of Southwyck, Section IV 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.

SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of June, 1985.



Terese Buess  
Notary Public in and for the State of Texas  
My commission expires: August 6, 1985

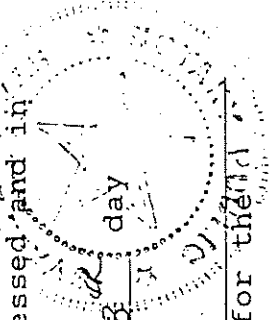
TERESE BUSS  
Notary Public in and for the State of Texas  
My Commission expires August 6, 1985

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STATE OF TEXAS §  
§  
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority on this day personally appeared Thomas C. Brown, of Southwyck, Section IV 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.

SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of June, 1985.



*Tereese Buess*  
Notary Public in and for the State of Texas

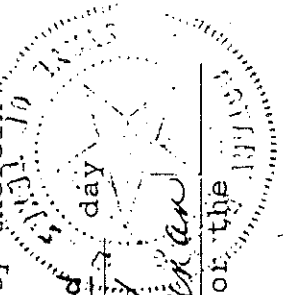
My commission expires: \_\_\_\_\_

TERESE BUESS  
Notary Public in and for the State of Texas  
My Commission expires August 6, 1985

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared William Robertson Jr Deputy MANAGER of the Federal Housing Administration known to me to be the person and officer 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.

of July, 1985.



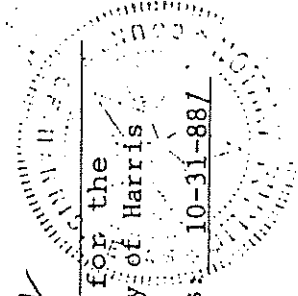
*Patricia H. Kivan*  
Notary Public in and for the State of Texas  
PATRICIA H. KIVAN  
My commission expires: 10-14-88

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared D. R. Jefferson, Acting Chief, C & V of Veterans Administration known to me to be the person and officer 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.

SUBSCRIBED AND SWORN to before me this 10th day of July, 1985.

*Marcellee Ivey*  
Marcellee Ivey



Notary Public in and for the State of Texas, County of Harris  
My commission expires: 10-31-88

THE STATE OF TEXAS  
COUNTY OF BRAZORIA  
I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped herein by me.



*Dolly Bailey*  
County Clerk of Brazoria Co., TX

Return to:  
General Homes Corporation  
7322 Southwest Freeway, Suite 1820  
Houston, Texas 77074  
Attn: Mary Leigh Ward

FILED FOR RECORD  
JUL 11 2 37 PM '85

*Dolly Bailey*  
COUNTY CLERK  
BRAZORIA COUNTY, TEXAS