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AMENDMENT OF DECLARATION OF
COVENANTS AND RESTRICTIONS
QUAIL GREEN WEST, SECTION THREE

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS AMENDMENT made this 21st day of December,
1983 by NASH PHILLIPS/COPUS, INC., ("Declarant") by and through its duly auth-
orized officers.

WITNESSETH:

WHEREAS, heretofore on June 6, 1983, a Declaration of Covenants and
Restrictions was recorded in the Official Records of Fort Bend County, Texas under
Volume 1212, Page 24, said Declaration of Covenants and Restrictions being herein-
after called "said Declaration" and covering the following described land and premises
located in Fort Bend County, Texas, to-wit:

Deed restriction

All of QUAIL GREEN WEST, SECTION THREE, a subdivision in Fort Bend
County, Texas, according to the map or plat thereof recorded in Slide No.
586B and 587A of the Map Records of Fort Bend County, Texas (or any
subsequently recorded plat thereof), including Reserve "A" thereof;

WHEREAS, said Declaration provides that same may be amended at any
time by an instrument executed by the owners of at least fifty-one percent (51%) of
the lots described in said Declaration; and,

WHEREAS, Declarant owns in excess of fifty-one percent (51%) of said
lots; and,

WHEREAS, Declarant desires to amend the said Declaration as hereinafter
provided;

NOW, THEREFORE, Declarant hereby amends that certain Declaration of
Covenants and Restrictions for Quail Green West, Section Three recorded in Volume
1212, Page 24 of the Official Records of Fort Bend County, Texas as follows:

I.

Sections 6, 8, 11, 14 and 18 of Article I of said Declaration are deleted in
their entirety.

II.

Section 8 of Article III of said Declaration is deleted in its entirety and the
following is substituted in lieu thereof:

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"SECTION 8. LEVEL OF ANNUAL AND SPECIAL ASSESSMENTS.

The amount of the assessment or any special assessment for the Subdivision and the manner in which same is assessed, shall be established by the Board of Directors of the Homeowner's Association pursuant to the terms and conditions of the Declaration for Quail Green West, Section One, in a uniform, consistent manner."

III.

The reference to "Section 7" which is contained in the third line of Section 9 of Article III of said Declaration is hereby substituted with "Section 8".

IV.

Article V of said Declaration is deleted in its entirety.

V.

Section 1 of Article VII of said Declaration is deleted in its entirety and the following is substituted in lieu thereof:

"SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence not more than two stories shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage within minimum interior floor space necessary to accommodate one full sized automobile. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness."

VI.

Section 2 of Article VII of said Declaration is deleted in its entirety and the following is substituted in lieu thereof:

"SECTION 2. LIVING AREA REQUIREMENTS. The total living area of any one-story single family dwelling, exclusive of open porches and garages, shall contain no less than 800 square feet. The total living area of any one and one-half or two story single family dwelling, exclusive of porches and garages, shall contain not less than 1,000 square feet. Any residence containing a loft shall be considered a one and one-half story dwelling for the purposes hereof."

VI.

Section 3 of Article VII of said Declaration is deleted in its entirety and the following is substituted in lieu thereof:

"SECTION 3. LOCATION OF RESIDENCE ON LOT. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded Plat. For the purposes of this Covenant, eaves, steps, patios and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each main residence building will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. It shall be the intention of this Covenant to allow placement of residential structures at the option of Declarant or any entity constructing a dwelling on any Lot using one of two (2) acceptable methods, said methods hereinafter known and defined as:

1. Zero Lot Line Option.

- (a) Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure shall be constructed adjacent to and abutting a side lot line. Such side lot line where there is such construction shall be hereinafter referred to as the "Zero Lot Line". Provided however, that an open court or patio may be built adjacent and abutting the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of eight (8) feet. This wall must, as is the case with the residence wall, be constructed adjacent to the abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls shall have no exterior objects or appurtenances such as, for example, there shall be no electric panels, vents, plumbing clean outs, windows or openings of any kind unless such Zero Lot Line side is on the street side of a corner lot. If the Zero Lot Line side is on the street side of a corner lot, normal openings and exterior appurtenances may be constructed on the dwelling abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the Zero Lot Line dwelling may extend and encroach over the Zero Lot Line for a distance not to exceed twenty-four (24) inches. There is

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hereby established a ten (10) foot minimum distance between the Zero Lot Line and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any Utility Easement along the rear lot line.

- (b) Zero Lot Line Access Easement. Upon the election by Declarant, its successors and/or assigns of the Zero Lot Line Option, as evidenced by completion on a Lot of construction of any residence complying therewith, each such lot shall have a five (5) foot access easement extending the entire depth of the lot from front to back abutting and parallel to the Zero Lot Line wall, over, on and across the adjacent lot, for the construction, repair and maintenance of improvements located on the Zero Lot line. Conditions and use of the Zero Lot Line Access Easement are hereby declared and established by and between the owner of the Zero Lot Line lot and the owner of the adjacent lot, which shall be covenants running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever; to-wit:

(i) The Zero Lot Line lot owner must replace any fencing, landscaping or other items on the adjacent lot that he may disturb during construction, repair or maintenance.

(ii) This easement, when used by the Zero Lot Line lot owner for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced.

(iii) The Zero Lot Line lot owner must notify the owner of the adjacent lot of his intent to do any construction, repair or maintenance upon the Zero Lot line wall at least twenty-four (24) hours prior to starting any work, with the hours that such access easement may be utilized being between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday.

(iv) Both the Zero Lot line lot owner and the adjacent lot owner shall have the right of surface drainage over, along and upon the access easement area. Neither owner shall use the access easement area in such a manner as will interfere with such drainage.

(v) Neither owner shall attach any object to the Zero Lot Line wall, facing onto the access easement area and the owner of the adjacent lot will not use the Zero Lot line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either owner; except the roof overhang and guttering as provided for above, and a fence by the owner of the adjacent lot, which allows drainage; however, access to the access easement must be preserved for the owner of the Zero Lot Line lot.

2. Side Yard Concept Option.

- (a) Placement. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side lot line abutting a street and shall be not nearer than five (5) feet on the other side lot line of such corner lot. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard Wall, shall be constructed adjacent to and five (5) feet from the side lot line. The five (5)

foot area bounded by the Side Lot Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement." Provided, however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of eight (8) feet. This wall must, as in the case with the Side Yard Wall, be constructed adjacent to and abutting in such a manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as; for example, electric panels, vents, plumbing cleanouts, windows or openings of any kind unless such Side Yard Wall is on the street side of a corner Lot. If, on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side lot line. There must be a minimum distance of ten (10) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear-lot Utility Easement.

(b) Side Yard Land Maintenance Easement. The following terms, conditions and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the Owner of said Side Yard Wall Lot and the owner of the adjacent Lot, which terms shall be a covenant running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever:

(i) The Side Yard Land Maintenance Easement (herein called the easement area) may be used by either owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a lot so as to improve the drainage of water from the lots or the easement area. It shall be the responsibility of each owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining owner's lot or the easement area from water running off of such owner's roof onto an adjoining owner's lot or onto the easement area and no owner shall have liability or otherwise be responsible to any other owner for any loss, expense or damage resulting from such roof run-off.

(ii) The owner of the adjacent lot, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the adjacent lot owner, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 3 and other applicable provisions of these Restrictions.

(iii) The owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent lot owner shall have the right of entry unto the easement area between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. Saturday for the sole purposes of maintenance, painting, repairing and rebuilding of the Side Yard Wall or foundation and fencing which is situated adjacent to and abutting the easement area.

(iv) The owner of the Side Yard Wall Lot must replace any fencing, landscape or other item on the easement area or the adjacent lot that he may disturb during such maintenance or repair of the Side Yard Wall.

(v) Neither owner shall attach any object to the side of the Side Yard Wall abutting the easement area and the

adjacent lot owner will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the easement area by either owner, except that the owner of the adjacent lot may construct a fence, which allows drainage; however, access to the easement area must be preserved for the owner of the Side Yard Wall Lot.

(vi) The Owner of the adjacent Lot shall indemnify and hold harmless the owner of the Side Yard Wall Lot against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the Owner of the adjacent lot, his licenses or invitees.

(vii) It is recognized by Declarant that the Side Yard Concept Option is best suited for regularly shaped adjoining lots and that if such option is exercised on adjoining irregularly shaped lots, such as those common to lots located on either a cul-de-sac or lots located on a curved street, that a strict adherence to the above terms may result in a disproportionate and inconvenient location of the Side Yard Land Maintenance Easement. Accordingly, Declarant hereby reserves and retains the right unto itself, its successors and those who purchase lots directly from it, to vary the Side Yard Land Maintenance Easement on Lots in the addition which are irregularly shaped and upon which the Side Yard Concept Option is exercised. The variance, if any, will be accomplished in the conveyance from either the Declarant or its successors or those who purchase Lots directly from it so as to clearly identify of record the variance involved. All owners of lots so involved will be requested to join in and consent to such variance, if any.

By irregularly shaped lots, as used herein, is meant a lot where the front and back lot lines are not of equal length and the side lot lines are not of equal length.

Interfirst-Fannin, the owner and holder of a lien or liens covering the property effected hereby, joins in the execution hereof in order to evidence its consent to the amendments contained herein.

Except as expressly modified and amended herein, said Declaration is hereby ratified and confirmed, and the changes herein made are made a part thereof for all purposes.

IN WITNESS WHEREOF, NASH PHILLIPS/COPUS, INC. has executed this Amendment the date and year first above written.

NASH PHILLIPS/COPUS, INC.

By: [Signature]
VICE President

INTERFIRST-FANNIN

By: [Signature]
Vice - President

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THE STATE OF TEXAS S
COUNTY OF HARRIS S

This instrument was acknowledged before me on this the 21st day of DECEMBER, 1983 by RON HAMMONDS, VICE - President of Nash Phillips/Copus, Inc., a Texas corporation on behalf of said corporation.

Frances E. Dowling
Notary Public in and for
The State of TEXAS

FRANCES E. DOWLING
Notary Public State of Texas
My Commission Expires September 30, 1987
Bonded by L. Alexander Lovett, Secretary of State

THE STATE OF TEXAS S
COUNTY OF HARRIS S

This instrument was acknowledged before me on this the 4th day of January, 1984, 1983 by Ivan Olson, Vice - President of Interfirst-Fannin, a state banking corporation on behalf of said corporation.

Marilyn Sue Purcell
Notary Public in and for
The State of TEXAS

MARILYN SUE PURCELL
Notary Public, in and for the State of Texas
My Commission expires September 30, 1987

FILED

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Deanne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

MAR 15 1984



Deanne Wilson
County Clerk, Fort Bend Co., Tex.