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FIRST AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RESERVES 'C' & 'D' OF CROWN COLONY TOWNHOUSES  
THE STATE OF TEXAS |  
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, NORWOOD HOMES, INC., a Texas corporation with  
its main office and place of business in the City of Houston, Harris County,  
Texas, executed as Declarant for Crown Colony Townhouses that certain  
Planned Unit Development Declaration dated January 20, 1976 recorded  
in Volume 7891, Page 562 of the Deed Records of Harris County, Texas  
reference to which is here made for all purposes; and

WHEREAS, it now appears that certain amendments and alterations  
should be made in such Declaration to insure a more uniform and proper  
use of said Crown Colony Townhouses;

NOW, THEREFORE, NORWOOD HOMES, INC., and CROWN  
COLONY HOMEOWNERS ASSOCIATION, INC., acting herein by and  
through the undersigned duly authorized officers, and being the owners of  
all that certain land described as Reserves "C" and "D" of CROWN COLONY  
TOWNHOUSE according to the public street dedication plat recorded in  
Volume 158, Page 69 of the Map Records of Harris County, Texas, do  
hereby stipulate and agree for themselves, their successors and assigns,  
that the Planned Unit Development Declaration referred to in the first  
paragraph hereof be amended in the following particulars:

The full paragraph beginning at the bottom of page 10 of the  
Declaration and designated as "ARTICLE VI, Section 8" is hereby amended  
by the deletion of words therein so that from and after the date of this

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instrument such paragraph shall read as follows:

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

2.

The full paragraph beginning in the center of page 13 of the Declaration and designated as "ARTICLE VI, Section 12" is hereby amended by the deletion and substitution of words therein so that from and after the date of this instrument such paragraph shall read as follows:

Section 12. Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all townhouses, unless the Owners thereof have supplied proof of adequate coverages to the Board of Directors' complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual townhouses, shall be common expenses. All such insurance coverage,

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including insurance on individual townhouses obtained by the Board of Directors, shall be written in the name of the Association as Trustee for each of the townhouse owners. Insurance on individual townhouses obtained by such townhouse owners may be written in the name of the individual owners. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses so covered and a debt owed by the Owners and shall be collectible by any lawful procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owners' lot and townhouse and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any purchase-money and/or improvement mortgages and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the Owners and/or the Association, any Owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency.

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with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article VI, Section L, above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event that such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the owners of the damaged townhouses. In the event of damage or destruction by fire or other casualty to any townhouse, carport, storage area or other property covered by insurance written in the name of an individual owner, said Owner, shall, with concurrence of the mortgage, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the carport, storage area and exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such owner refuses or fails to undertake the repair and rebuild any and all such damage to the exterior of the townhouse, carport and storage area within thirty (30) days, the Association, by and through

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its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhouse and carport and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided.

Notwithstanding the foregoing provisions of this Section 12, it is further provided that the requirement for the maintenance of insurance on a townhouse shall not apply to any townhouse acquired by the Veterans Administration or Federal Housing Administration under a mortgage foreclosure during the period of Ownership by either of said Veterans Administration or Federal Housing Administration.

3.

The full paragraph beginning within the lower half of page 24 of the Declaration and designated as "ARTICLE XII, Section 3" is hereby amended by the deletion and substitution of words therein so that from and after the date of this instrument such paragraph shall read as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (99%) of the Lot Owners and after

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that period with the consent of seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded in Harris County, Texas.

The full paragraph beginning within the lower half of page 25 of the Declaration and designated as ARTICLE XII, Section 6 is hereby amended by the addition of wording so that from and after the date of this instrument such paragraph shall read as follows: -

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Establishment of the amount of fractional annual assessment paid by Declarant on Lots not conveyed to Owners, annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

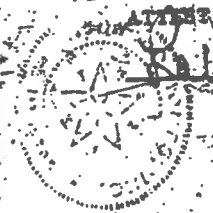
NORWOOD HOMES, INC., CROWN COLONY HOMEOWNERS ASSOCIATION, INC., and the below named lienholder join in the execution of this instrument for the purpose of evidencing their consent and agreement to the amendments herein made and for the further purpose of ratifying and adopting the aforesaid original Planned Unit Development Declaration applicable to Crown Colony Townhouses, as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 27<sup>th</sup> day of February, 1970.

NORWOOD HOMES, INC.

*Robert H. ...*  
Secretary

*Harold J. ...*  
President



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ATTEST

James C. [Signature]  
Secretary

CROWN COLONY HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
President

ATTEST

[Signature]  
Secretary

MORTGAGE AND TRUST, INC.

By: [Signature]  
President

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared Harlan E. Smith, Vice President of NORWOOD HOMES, INC., a Texas 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Houston, Texas this 27<sup>th</sup> day of February, 1970.

[Signature]  
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Charles Monaco, President of CROWN COLONY HOMEOWNERS ASSOCIATION, INC., a Texas non-profit 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, at Houston, Texas this 27<sup>th</sup> day of February, 1970.

[Signature]  
Notary Public in and for Harris County, Texas

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THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared C. Harold Wallace, Vice President of MORTGAGE AND TRUST, INC., a 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, as the act and deed of said corporation, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of February, A. D. 1970.

*Esther P. Matthews*  
Notary Public in and for Harris County, Texas  
Esther P. Matthews

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