

SECOND AMENDMENT TO DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

THE COUNTY OF BRAZORIA §

WHEREAS, on the 4th day of April, 1985, General Homes Corporation, a Texas corporation, as Declarant and Owner of that certain property known as SOUTHWYCK, SECTION VII, a subdivision in Brazoria County, Texas, according to a map or plat thereof recorded in Volume 17, Pages 299 and 300, in the Map Records of Brazoria County, Texas, filed an instrument entitled Declaration of Covenants, Conditions and Restrictions for Southwyck, Section VII, 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 11014;

WHEREAS, the Declaration has previously been amended by First Amendment to Declaration of Covenants, Conditions and Restrictions dated June 24, 1985, filed for record on June 25, 1985, under Brazoria County Clerk's File Number 21305;

WHEREAS, Article I, Section 4, provides:

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

WHEREAS, Article I, Section 5, provides:

Section 5. "Lot" and/or "Lots" shall mean and refer to any building plot of land as described above and in all plats annexed pursuant to Section 7 of Article VI hereof.

WHEREAS, Article III, Section 2, provides:

Section 2. Minimum square footage within improvements. Those lots described above as shown on the plat of Southwyck, Section VII, are restricted to a single family detached dwelling with a minimum of one thousand, two hundred (1,200) square feet of livable area, exclusive of open porches and garages, carports or parking spaces.

WHEREAS, Article III, Section 5, provides:

Section 5. Composite building site. Subject to the approval of the Architectural Control Committees, 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 fifty-five (55) feet.

WHEREAS, Article VI, Section 2, provides:

Section 2. The Master Association shall have two classes of voting membership;

Class A. Class A members shall be Owners as defined in Section 1 of Article VI, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned prior to January 1, 2013 that may be subject to the jurisdiction of the Master Association. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 2014.

The Class A and Class B members shall have no rights as such to vote as a Class, except as required by the Texas Non-Profit

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Corporation Act, and both classes shall vote together upon all matters as one group.

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. Subparagrah (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.

WHEREAS, Article IX, Section 1, provides:

Section 1. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Additions by Declarant. Additional land contiguous to the area described in Volume 17, Pages 299 and 300, in the Map Records of Brazoria County, may be annexed by the Declarant without the consent of members within thirty (30) years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. Any additions authorized under this and the succeeding subsections, shall be made by filing of record a Declaration of Covenants and Restrictions and Annexation Agreement with respect to the additional property or properties which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property. Such Declaration must impose annual maintenance charges and assessment on the property covered thereby, on a uniform, per Lot basis, substantially equivalent to assessments imposed by this Declaration, and may contain such complementary additions and/or modifications or the covenants and restrictions contained in this Declaration as may be applicable to the additional lands, including but not limited to the creation of a village association for that land.

(b) Other Additions. Upon the approval of the Boards of Directors of the Village Association and the Master Association, in their sole discretion, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Master and Village Associations may file of record an Annexation Agreement and Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of any of the Associations with another association, the Association's

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properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

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

NOW, THEREFORE, pursuant to the above recitals, General Homes Corporation, a Texas corporation, hereby amends Article I, Sections 4 and 5; Article III, Sections 2 and 5; Article VI, Section 2; Article VII, Section 3; Article IX, Section 1 and adds Article I, Section 13 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 I, Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, subject to the Reservations set forth herein and/or in the Subdivision Plats, and/or Replats, if any, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Article I, Section 5. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above or as described in any replat thereof, and all plats or lots annexed pursuant to Section 1 of Article IX hereof.

Article I, Section 13. "Builder" shall mean and refer to the record owner, whether a person or entity, of a fee simple title to any Lot which is a part of the Properties, who constructs a residence thereon and who offers the Lot and its improvements for resale to the public.

Article III, Section 2. Minimum square footage within improvements. Those lots described above as shown on the plat of Southwyck, Section VII, or any replat thereof, are restricted to a single family detached dwelling with a minimum of one thousand, two hundred (1,200) square feet of livable area, exclusive of open porches and garages, carports or parking spaces.

Article III, Section 5. Composite building site. Subject to the approval of the Architectural Control Committees, 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 fifty-five (55) feet.

In the event an owner of one or more lots consolidates two lots or less into one composite building site, each composite building site so constituted shall be considered one lot for purposes of all restrictions, covenants and conditions imposed against the property, including, but not limited to maintenance assessments, membership in the Association and voting rights as set forth in Articles V, VI and VII. In the event of a consolidation of more than two lots into one composite building site, each lot or portion thereof over two lots shall be considered as an additional lot or lots for purposes of

maintenance assessments as set forth in Article VII, but the composite building site shall be considered as one lot for all other purposes.

Article VI, Section 2. The Master Association shall have two classes of voting membership;

Class A. Class A members shall be Owners as defined in Section 1 of Article VI, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned prior to January 1, 2014 that may be subject to the jurisdiction of the Master Association. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 2014.

The Class A and Class B members shall have no rights as such to vote as a Class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Article VII, Section 3. Rate of assessment. The annual and special assessments shall be fixed at a uniform rate as follows:

- (a) Owners (excluding Declarant, its successors or assigns and Builders), as defined herein, shall pay one hundred percent (100%) of both annual and special assessments; and

- (b) The Declarant, its successors or assigns and Builders, as defined herein, shall pay fifty percent (50%) of both annual and special assessments attributable to their Lots:

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 annual maintenance charge pursuant to Section 3(b) above 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 charge pursuant to Section 3(b) above shall cease to accrue as of the last day of the month of transfer of title to the Lot and shall become due and payable in full, calculated through the last day of the month in which title is transferred, on the date that title is transferred from the Declarant or Builder to an Owner. The annual maintenance charge for Owners' Lots, pursuant to Section 3(a) above shall commence to accrue on the first day of the month following transfer of title from the Declarant or Builder to an Owner. The maintenance charge pursuant to Section 3(a) above for the first semi-annual payment period or fraction thereof shall be the number of months the Lot has been owned by an Owner, as defined in Section 3(a), times the monthly assessment rate and shall be payable on either January 1 or July 1, whichever occurs first, of the succeeding semi-annual payment period. From then on, the maintenance charge shall be levied in semi-annual periods which 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 IX, Section 1. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Additions by Declarant. Additional land contiguous to the area described in Volume 17, Pages 299 and 300, in the Map Records of Brazoria County, may be annexed by the Declarant without the consent of members within thirty (30) years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. The Declarant, its successors and assigns, shall have the right to bring within the scheme of Southwyck, Section IV Homeowners' Association any additional residential properties in future stages of the development of Southwyck Subdivision, upon approval of the Board of Directors of the Association, with consent of two-thirds of each class of membership or FHA/VA approval. Any additions authorized under this and the succeeding subsections, shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions and Annexation Agreement with respect to the additional property or properties which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property. Such Declaration must impose annual maintenance charges and assessment on the property covered thereby, on a

uniform, per Lot basis, substantially equivalent to the maintenance charges and assessments imposed by this Declaration, and may contain such complementary additions and/or modifications or the covenants and restrictions contained in this Declaration as may be applicable to the additional lands, including but not limited to the creation of a Village Association for that land.

(b) Other Additions. Upon the approval of the Boards of Directors of the Village Association and the Master Association, in their sole discretion, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Master and Village Associations may file of record an Annexation Agreement and Declaration of Covenants, Conditions and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of any of the Associations with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

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.

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IN WITNESS WHEREOF, this Second Amendment of Declaration of Covenants, Conditions and Restrictions is executed on the dates set forth in the acknowledgments below but to be effective as of October 27, 1986.

ATTEST:

By:

Patricia G. Klein
Patricia G. Klein
Assistant Secretary

GENERAL HOMES CORPORATION

By:

Kenneth F. Belanger
Kenneth F. Belanger
Vice President

ATTEST:

By:

Gail K. Harmeier
GAIL K. HARMEIER
ASSISTANT VICE PRESIDENT

MBANK HOUSTON, NATIONAL ASSOCIATION, AS AGENT

By:

Julie A. King
JULIE A. KING
VICE PRESIDENT

FEDERAL HOUSING ADMINISTRATION

James M. Wilson
James M. Wilson

VETERANS ADMINISTRATION

William D. Newton
William D. Newton

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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 27th day of October, 1986.

Robin K. Leslie
Notary Public in and for the State of Texas

My commission expires: _____

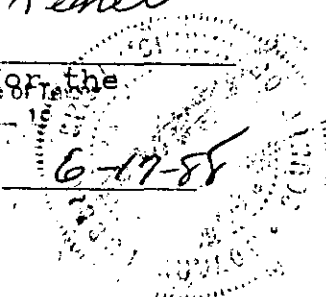


STATE OF TEXAS §
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COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority on this day personally appeared JULIE A. KING 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 31 day of Oct, 1986

Geraldine A. Reher
Notary Public in and for the State of Texas
My commission expires: 6-17-88

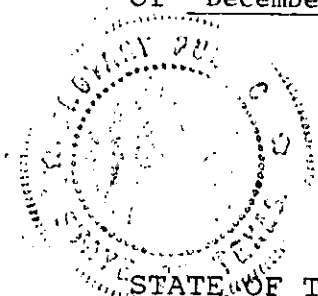


STATE OF TEXAS §
HARRIS §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority on this day personally appeared James M. Wilson, Manager, Houston Office 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.

SUBSCRIBED AND SWORN to before me this 19th day of December, 1986.

Glynda L. Powell
Notary Public in and for the State of Texas
Glynda L. Powell
My commission expires: 8-11-89



STATE OF TEXAS §
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COUNTY OF BRAZORIA §

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 hereon by me.

Dolly Bailey
County Clerk of Brazoria County, Texas

BEFORE ME, the undersigned authority on this day personally appeared William D. Newton, Chief, Construction & Valuation 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 29th day of December, 1986.

Barbara N. Johnson
Notary Public in and for the State of Texas
My commission expires: _____



BARBARA N. JOHNSON
Notary Public, State of Texas
My Commission Expires June 16, 1990
Bonded by Lovett Agency, Lawyers Surety Corp.

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

FILED FOR RECORD
JAN 9 12 47 PM '87

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS