

FILED BY  
ALAMO TITLE COMPANY

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**FIRST AMENDMENT  
to  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
OLD ORCHARD**

THE STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§ KNOW ALL PERSONS BY THESE PRESENTS:  
§

WHEREAS, O.O. DEVELOPMENT, LTD., a Texas limited partnership (the "Declarant") was the sole record owner of that certain property known as:

- Old Orchard, Section One (1), a subdivision located in Fort Bend County, Texas according to the map or plat thereof filed of record under Film Code No. 20070010 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any ("Old Orchard, Section One (1)");
- Old Orchard, Section Two (2), a subdivision located in Fort Bend County, Texas according to the map or plat thereof filed of record under Film Code No. 20070016 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any ("Old Orchard, Section Two (2)");
- Old Orchard, Section Three (3), a subdivision located in Fort Bend County, Texas according to the map or plat thereof filed of record under Film Code No. 20070013 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any ("Old Orchard, Section Three (3)");
- Old Orchard, Section Four (4), a subdivision located in Fort Bend County, Texas according to the map or plat thereof filed of record under Film Code No. 20080086 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any ("Old Orchard, Section Four (4)");
- Old Orchard, Section Five (5), a subdivision located in Fort Bend County, Texas according to the map or plat thereof filed of record under Film Code No. 20080085 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any ("Old Orchard, Section Five (5)");
- Old Orchard, Section Six (6), a subdivision located in Fort Bend County, Texas according to the map or plat thereof filed of record under Film Code No. 20080088 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any ("Old Orchard, Section Six (6)");

- Old Orchard, Section Eight (8), a subdivision located in Fort Bend County, Texas according to the map or plat thereof filed of record under Film Code No. 20090080 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any (“Old Orchard, Section Eight (8)”);

WHEREAS, Declarant by that certain instrument entitled “Declaration of Covenants, Conditions and Restrictions for Old Orchard” filed of record in the Official Public Records of Real Property of Fort Bend County, Texas, under County Clerk’s File No. 2007047504 (the “Declaration”), imposed on Old Orchard, Section One (1), Old Orchard, Section Two (2) and Old Orchard, Section Three (3) all those certain covenants, conditions, restrictions, and easements set forth therein;

WHEREAS, by that certain instrument entitled “Declaration of Annexation Old Orchard, Sections Four, Five, and Six (4, 5 & 6)” filed of record in the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk’s File No. 2008128957, Declarant did restrict Old Orchard, Section Four (4), Old Orchard, Section Five (5) and Old Orchard, Section Six (6), subdivisions in Fort Bend County, Texas according to the maps or plats thereof recorded under Film Code Nos. 20080086, 20080085 and 20080088 of the Plat Records of Fort Bend County, Texas to the Declaration;

WHEREAS, by that certain instrument entitled “Declaration of Annexation Old Orchard, Section Eight (8)” filed of record in the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk’s File No. 2009102627, Declarant did restrict Old Orchard, Section Eight (8), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Film Code No. 20090080 of the Plat Records of Fort Bend County, Texas to the Declaration;

WHEREAS, Article XIV, Section 8 of the Declaration provides in pertinent part:

... this Declaration may be amended at any time by an instrument signed by Owners representing a minimum of sixty percent (60%) of the total eligible votes ...

WHEREAS, Declarant holds more than sixty percent (60%) of the total eligible votes in O.O. Community Association, Inc. (the “Association”).

NOW, THEREFORE, Declarant as an Owner representing more than sixty percent (60%) of the total eligible votes in the Association hereby amends the Declaration to read as set forth below:

1. Article IV, Section 4 of the Declaration entitled “Computation” is amended to read as follows:

**SECTION 4. COMPUTATION.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during each calendar year, taking into consideration any subsidy payments to be received from the Declarant and any additional property to be annexed into the jurisdiction of the Association in the forthcoming year. In the event that the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in

effect for the then current year shall continue for the succeeding year. The Association Expenses shall be levied as Residential Assessments against the Lots in the Properties as provided for in Section 2 (a) of this Article IV. The annual per Lot Residential Assessment by the Association for 2010 shall be \$850. The annual per Lot Residential Assessment may be increased by the Board of Directors in its sole discretion up to a maximum of fifteen percent (15%) over the prior year's annual per Lot Residential Assessment. The annual per Lot Residential Assessment may be increased above the allowed fifteen percent (15%), but only if such increase is approved by a two-thirds (2/3rds) vote of each class of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

The Board shall in good faith attempt to cause the budget and the Assessments to be levied against each Owner for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current year.

2. Article VII, Section 10 of the Declaration entitled "Signs" is amended to read as follows:

**SECTION 10. SIGNS.** No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the RRC other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign to identify the particular Lot during the period of construction of a Single Family Residence thereon as for sales; provided, however, no sign advertising a Lot and residential structure for sale shall contain the word "foreclosure" or any derivative of such word. The right is reserved by Declarant to construct and maintain, or to allow Builders to construct and maintain signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect and maintain directional and informational signs along the Streets within the Properties and identifying signs and monuments at entrances to Subdivisions.

Additionally, Owners may place ground mounted signs on their Lot, which advertise a political candidate or ballot item for an election ("Political Signs"), provided the following criteria are met:

(1) No Political Sign may be placed on an Owner's Lot prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on an Owner's Lot subsequent to the tenth (10th) day after the election date.

(2) No more than one (1) Political Sign is allowed per political candidate or ballot item.

(3) No Political Sign may: contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; include the

painting of architectural surfaces; threaten the public health or safety; be larger than four feet by six feet; violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

In addition to any other remedies provided for herein, the Board of Directors or its duly authorized agent shall have the power to enter upon a Lot to remove any sign which violates this Section provided the violating Owner has been given forty-eight (48) hours' written notice by the Board of Directors of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

The amendment of the Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended hereby are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration.


IN WITNESS WHEREOF, the President of O.O. Community Association, Inc. hereby executes this Amendment evidencing the approval of the Board of Directors of the Association and confirming that the Consent attached hereto as Exhibit "A" and incorporated herein for all purposes represents the approval of this amendment to the Declaration by an Owner representing at least a minimum of sixty percent (60%) of the total eligible votes in the Association as required by Article XIV, Section 8 of the Declaration to be effective upon its filing of record in the Official Public Records of Real Property of Fort Bend County, Texas.

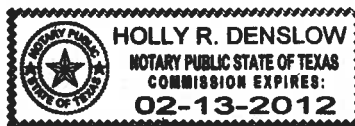
DATED this 30<sup>th</sup> day of November, 2009.

ATTEST:

By:   
Paul Long, Secretary

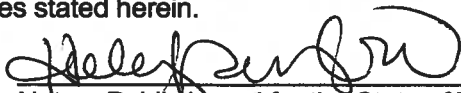
O.O. COMMUNITY ASSOCIATION, INC.

By:   
Bill Davis, President



THE STATE OF TEXAS     §  
  §  
COUNTY OF FT. BEND     §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2009, by Bill Davis, President of O.O. Community Association, Inc., for the consideration and in the capacities stated herein.

  
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Notary Public in and for the State of Texas

**Return to:**  
**Butler | Hailey**  
**8901 Gaylord Street, Suite 100**  
**Houston, Texas 77024**

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**CONSENT TO "FIRST AMENDMENT  
to  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
OLD ORCHARD"**

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O.O. Development, Ltd., a Texas limited partnership is an Owner representing more than sixty percent (60%) of the total eligible votes in O.O. Community Association, Inc. and does hereby consent to and approve the "First Amendment to Declaration of Covenants, Conditions and Restrictions for Old Orchard" to which this Consent is attached and incorporated into for all purposes.

**O.O. Development, Ltd., a Texas  
limited partnership**

By: O.O. Venture Company,  
a Texas corporation,  
General Partner


11-30-09  
Date

By:   
Bill Davis, President

THE STATE OF TEXAS   §  
  §  
COUNTY OF FT. BEND §



This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2009, by Bill Davis, President of O.O. Venture Company, a Texas corporation, General Partner to O.O. Development, Ltd., a Texas limited partnership, for the consideration and in the capacities stated herein.

  
Notary Public in and for the State of Texas

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