

## FIRST 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 85119 551.

WHEREAS, Article IV, Section 1, provides:

Section 1. Approval of building plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, except landscaping, shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alteration, other than landscaping, 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.

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 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:

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.

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.

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 VII, Section 3, 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 24<sup>th</sup> day of June, 1985.

ATTEST:

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

GENERAL HOMES CORPORATION

By: Kenneth F. Belanger  
Kenneth F. Belanger  
Vice President

ATTEST:

By: S. Gail Killmon  
S. Gail Killmon

MBANK HOUSTON, NATIONAL ASSOCIATION, AS AGENT

By: Julie A. Reynolds  
Julie A. Reynolds

FEDERAL HOUSING ADMINISTRATION

James M. Wilson  
James M. Wilson

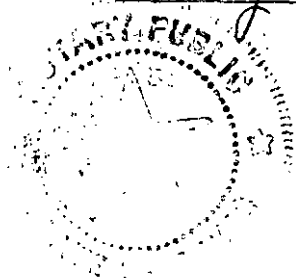
VETERANS ADMINISTRATION

E. F. Janak  
E. F. Janak

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 May, 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 HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared Julie Reynolds, VICE PRES. 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 7 day of May, 1985.

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

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

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 17th day of June, 1985.



Glynda L. Powell  
Notary Public in and for the State of Texas  
Glynda L. Powell  
My commission expires: 8-11-85

STATE OF TEXAS §  
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared E. F. Janak, Chief, C & V Section 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 24th day of June, 1985.

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

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

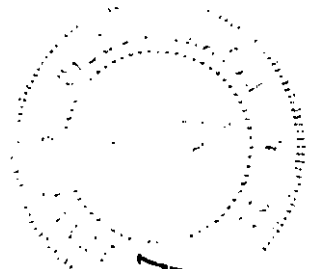
Return to:  
General Homes Corporation  
7322 Southwest Freeway, Suite 1820  
Houston, Texas 77074  
Attn: Karen E. Beck

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DB*

21305



*Present*

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 Co., TX

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FILED FOR RECORD  
JUN 25 8 47 AM '85

*Dolly Bailey*  
COUNTY CLERK  
BRAZORIA COUNTY, TEXAS