

FIRST

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

INDEXED

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, by that certain instrument designated as Declaration of Covenants, Conditions and Restrictions, executed by Eldridge Road Joint Venture; composed of E. R. Ltd., a Texas limited partnership, and General Homes Corporation, as Declarant, dated August 31, 1983, filed for record on September 22, 1983, in the office of the Fort Bend County Clerk under File No. 46584 Deed Records of Fort Bend County, Texas, those certain tracts and parcels therein described and referred to as follows were subjected to certain restrictions, covenants and conditions:

All the lots in Barrington Place, Section III, Subdivision, Fort Bend County, Texas, according to the Map or Plat thereof recorded on Slide #594B and 595A, in the Map Records of Fort Bend County, Texas.

WHEREAS, Article VI, Section 6 provides:

"Section 6. Subordination of the Lien to Mortgages.

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. The sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof."

WHEREAS, it is the desire of the Barrington Place Homeowners' Association and General Homes Corporation, as Declarant, to amend the said Article VI, Section 6, by execution of this Amendment, which amendment will be controlling where inconsistent with such Declaration of Covenants, Conditions and Restrictions recorded September 22, 1983.

NOW, THEREFORE, the Barrington Place Homeowners' Association and General Homes Corporation jointly, hereby adopts, establishes, and imposes upon the above described lots 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 and 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 supercede and be controlling over any previously executed and recorded restrictions, covenants and conditions:

"Section 6. Subordination of the lien to mortgages.

To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant and the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a

statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale of transfer."

IN WITNESS WHEREOF, this First Amendment of Declaration of Covenants, Conditions and Restrictions is executed this 24th day of October, 1983.

ELDRIDGE ROAD JOINT VENTURE,
COMPOSED OF:

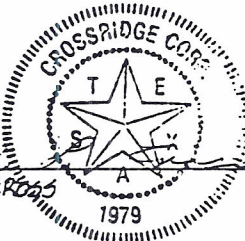
E. R. LTD., a Texas limited partnership, acting herein by its undersigned General Partners:

ATTEST:

Dorothy L. Cross
DOROTHY L. CROSS

By: *Milton C. Cross*
Milton C. Cross, General Partner

ATTEST:

Dorothy L. Cross
DOROTHY L. CROSS


By: CROSSRIDGE CORP., General Partner

By: *Milton C. Cross*
Milton C. Cross, President

ATTEST:

Patricia G. Klein
Patricia G. Klein
Assistant Secretary

GENERAL HOMES CORPORATION

By: *Andrew E. Howard*
Andrew E. Howard
Vice President

ATTEST:

Janet Weisenberg
JANET WEISENBERG
ASST. SECY.

GIBRALTAR SAVINGS ASSOCIATION

By: *Richard H. Knee*
Richard H. Knee
Sr. Vice President

FEDERAL HOUSING ADMINISTRATION

James M. Wilson

JAMES M. WILSON

VETERANS ADMINISTRATION

Amil C. Stafford

AMIL C. STAFFORD

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigend authority on this day personally appeared MILTON C. CROSS, General Partner of ELDRIDGE ROAD, LTD., 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of October, 1983.

Marion L. Parrott

MARION L. PARROTT
Notary Public in and for the
State of Texas

My commission expires: 10-26-86

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigend authority on this day personally appeared MILTON C. CROSS, President of CROSSRIDGE 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of October, 1983.

Marion L. Parrott

MARION L. PARROTT
Notary Public in and for the
State of Texas

My commission expires: 10-26-86

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared ANDREW E. HOWARD, Vice President of GENERAL HOMES CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

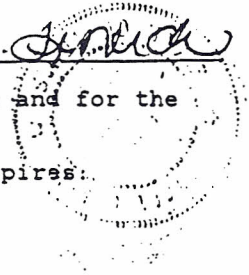
GIVEN under my hand and seal of office this 24th day of October, 1983.

TAMMY L. SIMICH
Notary Public in & for the State of Texas
My Commission Expires October 26, 1986

Mary D. Smith

Notary Public in and for the State of Texas

My commission expires:



STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Richard H. Knee, Senior Vice President of GIBALTAR SAVINGS ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 6th day of December, 1983.



Marjorie R. Rippey

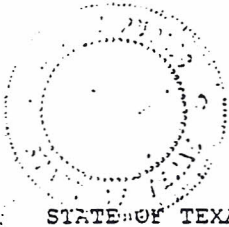
Notary Public in and for the State of Texas

My commission expires:
MARJORIE R. RIPPEY
Notary Public for the State of Texas
My Commission Expires 6-20-87

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James M. Wilson, of the Federal Housing Administration, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 31st day of October, 1983.



Glynnda L. Powell
GLYNDA L. POWELL

Notary Public in and for the State of Texas

My commission expires: 8-11-85

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Paul C. [unclear], of the Veterans Administration, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 25th day of December, 1983.



G. M. FERENCE
Notary Public State of Texas
My Commission Expires March 12, 1984

G. M. Ference
Notary Public in and for the State of Texas

My commission expires:

Return to:
General Homes Corporation
7322 Southwest Freeway, Suite 1608
Houston, Texas 77074
Attention: Karen Beck

DEC 15 1983

FILED

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Dianne 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 herein by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped herein by me.



DEC 14 1983

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