

FOURTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF FORT BEND §

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; and

WHEREAS, the Declaration has previously been amended by First Amendment to Declaration of Covenants, Conditions and Restrictions dated October 24, 1983, filed for record on December 13, 1983, under Clerk's File No. 60671; and Second Amendment to Declaration of Covenants, Conditions and Restrictions dated May 7, 1984, filed for record on May 14, 1984, under Clerk's File No. 23452; and Third Amendment to Declaration of Covenants, Conditions and Restrictions, dated November 1, 1985, filed for record on December 3, 1985 under Clerk's File Number 8558041; and

WHEREAS, by that Document entitled Assignment of Declarant's Rights dated September 23, 1985, filed for record on September 25, 1985 and recorded under Clerk's File Number 8546678 in the Real Property Records of Fort Bend County, Texas, ELDRIDGE ROAD JOINT VENTURE did assign all its Declarant's Rights to General Homes Corporation;

WHEREAS, Article VI, Section 3, provides:

Section 3. Rate of assessment. The maintenance charge on Class B Lots and Builder owned Lots shall be a minimum of 50% of the assessment 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 charge (of said rate stated above per month) on each Lot shall become due and payable on the date such Lot converts from a Class B to a Class A Lot by reason of the Owner's purchase of a residence thereon. For the first year of ownership or any fraction thereof, the assessment shall be the number of months the Lot has been occupied by a homeowner times the monthly assessment rate payable on January 1, for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1, of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$20.00 per Lot per month, or \$240.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

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

NOW, THEREFORE, pursuant to the above recitals, General Homes Corporation, as Declarant, hereby amends Article VI, Section 3; and adds Article I, Section 9, 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 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 supersede and be controlling over any previously executed and recorded restrictions, covenants and conditions.

Article I, Section 9. "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 VI, 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 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) shall be prorated for the year of transfer based on the number of months remaining during the calendar year of transfer and said portion shall be due and payable on January 1 of the succeeding year. After the year of transfer, the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1, of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted

from year to year by the Board of Directors of the Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$20.00 per Lot per month, or \$240.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

PURSUANT to Article VII, Section 4, 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 Fourth Amendment of Declaration of Covenants, Conditions and Restrictions is executed on the dates set forth in the acknowledgements below but to be effective as of October 27, 1986.

ATTEST:

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

GENERAL HOMES CORPORATION

By: [Signature]
Kenneth V. Belanger
Vice President

FEDERAL HOUSING ADMINISTRATION

[Signature]
James M. Wilson

VETERANS ADMINISTRATION

[Signature]
William D. Newton

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 27th day of October, 1986.



Robin K. Keslie
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 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 §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared WILLIAM D. NEWTON, Chief, Construction & Valuation of the 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 WILLIAMS
Notary Public, State of Texas
My Commission Expires June 30, 1990
Bonded by Lovell Agency, Lawyers Surety Corp.

Barbara Williams
Notary Public in and for the State of Texas

My commission expires: 6-30-90

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