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FIFTH 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 Number 60671; Second Amendment to Declaration of Covenants, Ccnditions and Restrictions dated May 7, 1984, filed for record on May 14, 1984, under Clerk's File Number 23452; 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 Fourth Amendment to Declaration of Covenants, Conditions and Restrictions dated October 27, 1986, filed for record on January 12, 1987 under Clerk's File Number 8701301; 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;

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WHEREAS, Article III, Section 4, provides:

Section 4. Location of the improvements upon the

Lot. No structure shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats; Single Family Detached: In no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall not be located on any lot nearer than ten (10) feet from the rear property line. Subject to the provisions of Section 5 below, no part of any house, building, carport or garage shall be located nearer than five (5) feet to an interior side lot line or ten (10) feet to any exterior lot line on a corner lot. Detached zero lot line: Subject to the provisions of Section 5 below, one wall of the building, carport or garage shall be located on one side lot line on interior lots if the dwelling is a single detached zero lot line dwelling. However, this wall shall not have any windows, doors or other such related openings. The other wall of the building, carport or garage shall be a minimum of ten (10) feet to an interior lot line or ten (10) feet to an interior lot line or ten (10) feet to an exterior lot line on a corner lot. Detached side yard concept option: The residence dwelling shall not be located on the Lot nearer than two (2) feet from either side Property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side Lot line abutting a street and shall not be nearer than five (5) feet on the other side Lot line of such corner Lot. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard Wall, shall be constructed adjacent to and two (2) feet from the side Lot line. The two (2) foot area bounded by the Side Yard Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement." Provided, however, that an open

court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of six (6) feet. This wall must, as in the case of the Side Yard Wall, be constructed adjacent to and abutting in such manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, windows of any kind, unless such Side Yard Wall is on the street side of a corner Lot. If on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side Lot line. There must be a minimum distance of six (6) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear Lot Utility Easement. Attached zero lot line: Subject to the provisions of Section 5 below, the common wall of the attached zero lot line unit shall be built exactly upon the lot line on interior lots. This common wall shall have no openings, nor shall any penetration of this common wall of any kind be allowed, including the installation of electrical wiring or plumbing. The two outside walls of the attached zero lot line unit shall be a minimum of ten (10) feet to an interior lot line or to an exterior lot line on a corner lot. For the purposes of this section, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

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 III, Section 4, and adopts, establishes and imposes upon all the lots described above and declares the following reservations,

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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 III, Section 4. Location of the improvements upon the Lot. No structure shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats; Single Family Detached: In no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall not be located on any lot nearer than ten (10) feet from the rear property line. Subject to the provisions of Section 5 below, no part of any house, building, carport or garage shall be located nearer than five (5) feet to an interior side lot line or ten (10) feet to any exterior lot line on a corner lot. Detached zero lot line: Subject to the provisions of Section 5 below, one wall of the building, carport or garage shall be located on one side lot line on interior lots if the dwelling is a single detached zero lot line dwelling. However, this wall shall not have any windows, doors or other such related openings. The other wall of the building, carport or garage shall be a minimum of ten (10) feet to an interior lot line or ten (10) feet to an interior lot line or ten (10) feet to an exterior lot line on a corner lot. Detached side yard concept option: The residence dwelling shall not be located on the Lot nearer than two (2) feet from either side Property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side Lot line abutting a street and shall not be nearer than five (5) feet on the other side Lot line of such corner Lot. Each residence

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dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard Wall, shall be constructed adjacent to and at least two (2) feet from the side Lot line. The two (2) foot area bounded by the Side Yard Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement." Provided, however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of six (6) feet. This wall must, as in the case of the Side Yard Wall, be constructed adjacent to and abutting in such manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, windows of any kind, unless such Side Yard Wall is on the street side of a corner Lot. If on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side Lot line. There must be a minimum distance of six (6) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear Lot Utility Easement. Attached zero lot line: Subject to the provisions of Section 5 below, the common wall of the attached zero lot line unit shall be built exactly upon the lot line on interior lots. This common wall shall have no openings, nor shall any penetration of this common wall of any kind be allowed, including the installation of electrical wiring or plumbing. The two outside walls of the attached zero lot line unit shall be a minimum of ten (10) feet to an interior lot line or to an exterior lot line on a corner lot. For the purposes of this section, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on

any lot to encroach upon another lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

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 Fifth 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 May 14, 1987.

ATTEST:

GENERAL HOMES CORPORATION

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

By: [Signature]  
Kenneth E. 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 14th day of May, 1987.

[Signature]  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_



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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 4th day of June, 1987.

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 11<sup>th</sup> day of June, 1987.

Dorothy Lee Barnes  
Notary Public in and for the State of Texas  
My commission expires: 10/22/89



DOROTHY LEE BARNES  
Notary Public, State of Texas  
My Commission Expires October 22, 1989  
Notary Public, State of Texas

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

FILED

27 JUN 15 P2:43

Janice Fisher  
County Clerk  
1981 12:10 COURT CLERK

STATE OF TEXAS  
I hereby certify that the foregoing instrument was duly recorded in the public records of this County, Texas on this and day of June, 1987.

JUN 17 1987



Janice Fisher  
County Clerk, Harris County, Texas