

8910296

FIFTH AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
 BARRINGTON PLACE, SECTION TWO

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 recorded on September 22, 1983 at Document File Number 46583 and at Book 1291 page 643, et. seq. of the Official Public Records of Real Property of Fort Bend County, Texas; which said instruments establish Covenants, Conditions and Restrictions on the following described property:

All the lots in Barrington Place, Section II, Subdivision, Fort Bend County, Texas, according to the Map or Plat thereof, recorded on Slide 592B, 593A, 593B, and 594A, in the Map of Records of Fort Bend County.

Whereas, the Declaration has previously been amended by First Amendment to Declaration of Covenants, Conditions and Restrictions recorded on December 13, 1983, under Clerk's File No. 60672; and Second Amendment to Declaration of Covenants, Conditions, and Restrictions recorded on May 14, 1984, under Clerk's File No. 23451; and Third Amendment to Declaration of Covenants, Conditions, and Restrictions recorded on December 3, 1985 under Clerk's File Number 8558039, and Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions recorded on January 8, 1988 under Clerk's File No. 8701302; and

WHEREAS, ARTICLE VI, SECTION 3 provides in part:

The maintenance charge pursuant to Section 5(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.

WHEREAS, it is the desire of the Barrington Place Homeowners' Association and General Homes Corporation, as Declarant, to amend the said Article VI, Section 3 by execution of this Amendment.

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:

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 at transfer of title. After the year of transfer, the maintenance charge will be paid by the record owners of each lot annually in advance, being due and payable on January 1 of each 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

IN WITNESS WHEREOF, this Fifth Amendment of Declaration of Covenants, Conditions and Restrictions is executed on this 30 day of June 1988.

GENERAL HOMES CORPORATION

By: [Signature]
KENNETH F. BELANGER
Vice President

Attest: [Signature]
PATRICIA G. KLEIN
ASSISTANT SECRETARY

BARRINGTON PLACE HOMEOWNERS ASSOCIATION

By: [Signature]
James B. Brief
President

Attest: [Signature]
Michelle Ryder
Secretary

FEDERAL HOUSING ADMINISTRATION

By: [Signature]

VETERANS ADMINISTRATION

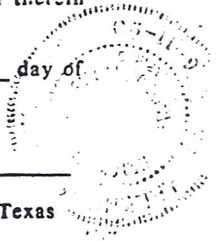
By: [Signature]

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared KENNETH F. BELANGER, Vice President, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of June, 1988.

Arden M. Duff
Notary Public in and for the State of Texas
My Commission Expires 6-11-90



THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1988.



Notary Public in and for the State of Texas
My Commission Expires _____

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared James B. Breef, President, Barrington Place Homeowners 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of June, 1988.

Cynthia A. Victorino
Cynthia A. Victorino
Notary Public in and for the State of Texas
My Commission Expires 3/12/89



THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Michelle Ryder, Secretary, Barrington Place Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of June, 1988.



Cynthia A. Victorino
Cynthia A. Victorino
Notary Public in and for the State of Texas
My Commission Expires 3/12/89

THE STATE OF TEXAS
HARRIS
COUNTY OF ~~FORT BEND~~

BEFORE ME, the undersigned authority, on this day personally appeared Allen J. Novosad, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November, 1988.

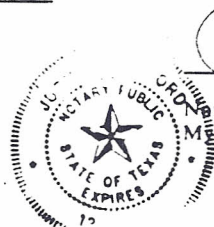


Glynda L. Powell
Glynda L. Powell
Notary Public in and for the State of Texas
My Commission Expires 8-11-89

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared BURTON I. SMITH JR, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of November, 1988.



Audrey J. Sanford
Audrey J. Sanford
Notary Public in and for the State of Texas
My Commission Expires 10-14-91

C.M. SERVICES Inc
11811 E. Fay # 330
Houston TX 77029

FILED

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STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamp hereon by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as shown by me.

Deanne A. Lison
COUNTY CLERK
FORT BEND COUNTY, TEXAS

MAR 9 1989



Deanne A. Lison
County Clerk, Fort Bend Co., Tex.



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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 Official Records of Fort Bend County, Texas as indicated by me.

Deanne Wilson
COUNTY CLERK
FORT BEND COUNTY

MAR 9 1989



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

