

THIRD

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 THE 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. 46583, 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 II, Subdivision, Fort Bend County, Texas, according to the Map or Plat thereof recorded on Slide #592B, 593A, 593B and 594A, 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 December 6, 1983, filed for record on December 13, 1983, under Clerk's File No. 60672; 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. 23451; 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, EDLRIDGE ROAD JOINT VENTURE did assign all its Declarant's Rights to General Homes Corporation;

WHEREAS, Article III, Section 15, provides:

Section 15. Maximum height of antenna. No radio or television aerial wires, radio or television antenna, or satellite dishes of any kind shall be maintained on any portion

of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, to include satellite dishes, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, including satellite dishes, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot.

WHEREAS, Article IV, Section 1, provides:

Section 1. Approval of building plans. No building, fence, wall or other structure shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alteration therein be made 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 and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of BARRINGTON PLACE, SECTION II, subdivision. 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 Architectural Control Committee, or its designated representative prior to commencement of construction. The 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 entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive. 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

constuction or compliance with applicable statutes, codes and regulations.

WHEREAS, Article VI, Section 4, provides:

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$20 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 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 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 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. The dates shall be established by the Board of Directors.

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 15; Article IV, Section 1, and Article VI, Section 4; 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 purposes 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:

Article III, Section 15. Maximum height of antenna.

No radio or television aerial wires, radio or television antenna, shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot. No satellite dish of any kind which is visible from any ground location off of the Lot shall be maintained on any portion of any Lot unless such satellite dish is adequately screened from view. Any screened enclosure must have prior approval from the Architectural Control Committee.

Article IV, Section 1. Approval of building plans. No

building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, except landscaping (landscaping defined as "living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth; i.e. bark, mulch, etc. Trellises, window boxes, arbors, and permanent brick borders must have Architectural Control Committee approval. Landscape timbers and bricks without mortar do not need Architectural Control Committee approval unless they exceed a height of two (2) feet"), 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 and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control

Committee of Barrington Place, Section II, subdivision. 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 Architectural Control Committee, or its designated representative prior to commencement of construction. The 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 entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive. 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.

Article VI, Section 4.1 Maximum annual assessment.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$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 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 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 annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual

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assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Directors.

Article VI, Section 4.2 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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 Third 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 November 1, 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
LOAN OFFICER

MBANK HOUSTON, NATIONAL ASSOCIATION, AS AGENT
By: Julie A. King
JULIE A. KING
VICE PRESIDENT
FEDERAL HOUSING ADMINISTRATION

James M. Wilson
James M. Wilson

VETERANS ADMINISTRATION
E.F. Jarak
E.F. Jarak

STATE OF TEXAS §
COUNTY OF HARRIS §

OFFICIAL RECORDS

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 1st day of November, 1985.



Robin K. Leslie
Notary Public in and for the State of Texas

My commission expires: _____
ROBIN K. LESLIE
Notary Public in and for the State of Texas
My Commission Expires October 9, 1989

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared JULIE A. KING, VICE PRESIDENT, 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 5 day of Nov., 1985.

Geraldine A. Reiher
Notary Public in and for the State of Texas

My commission expires: 6-11-88
GERALDINE A. REIHER
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 November, 1985.



Glynda L. Powell
Notary Public in and for the State of Texas
Glynda L. Powell
My commission expires: 8-11-89

1802 154

OFFICIAL RECORDS

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared e. f. Janak, Chief C & V 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 2nd day of December, 1985.

Marcellee Ivey
MARCELLEE IVEY

Notary Public in and for the State of Texas

My commission expires: 10-31-88

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

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

DEC 5 1985



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