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FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STERLING GREEN SOUTH, SECTION TWO
(EXCLUDING RESERVE A, BEING A 0.1717 ACRE
RESERVE, RESERVE B, BEING A 1.425 ACRE RESERVE
AND RESERVE C, BEING A 0.2759 ACRE RESERVE),
A SUBDIVISION IN HARRIS COUNTY, TEXAS

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THE STATE OF TEXAS §
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This First Amendment to the Supplemental Declaration, made on the date hereinafter set forth by GIBRALTAR SAVINGS ASSOCIATION, a Texas corporation (hereinafter referred to as "Declarant") and A.S.C. VERSAILLES HOMES, INC., a Texas corporation (hereinafter referred to as "A.S.C.").

RECITATIONS

Declarant has heretofore executed that certain Supplemental Declaration of Covenants, Conditions and Restrictions, which was filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. G500341 and recorded under Film Code No. 155-89-0921 in the Official Public Records of Real Property of Harris County, Texas (hereinafter referred to as the "Original Supplemental Declaration," and, except as amended herein, all terms for which a definition is specified in the Original Supplemental Declaration shall have the same meaning when used in this First Amendment), imposing on STERLING GREEN SOUTH, SECTION TWO (excluding one 0.1717 acre reserve), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 291, Page 2 of the Map Records of Harris County, Texas, as modified by the partial replat of Sterling Green South, Section Two, recorded in Volume 310, Page 199 of the Map Records of Harris County, Texas (which replat less and excepted from the coverage of the Original Supplemental Declaration Reserve A, a 0.1717 acre reserve and being the same 0.1717 acre reserve referred to above, Reserve B, a 1.1425 acre reserve and Reserve C, a 0.2759 acre reserve), all those certain covenants, restrictions, easements, charges, liens and conditions therein set forth. Declarant being the holder of the only liens covering any portion of the Properties (as hereinafter defined) and an owner of a portion of the Properties (as hereinafter defined), together with A.S.C., being the owner of the entire remaining portion of the properties (the "Properties") which are encompassed within and subject to the provisions of the Original Supplemental Declaration, desire to amend the Original Supplemental Declaration in the particulars hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, Declarant and A.S.C., the owners of all of the Properties, acting together herein under the authority contained in Article VIII, Section 1. of the Original Supplemental Declaration, do hereby make and enter this First Amendment to Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Green South, Section Two (excluding Reserve A, being a 0.1717 acre reserve, Reserve B, a 1.1425 acre reserve and Reserve C, a 0.2759 acre reserve), a subdivision in Harris County, Texas, and hereby declare as follows:

1. Article I, Section 6. of the Original Supplemental Declaration is hereby amended by deleting in its entirety the text of such Section 6. appearing in the Original Supplemental Declaration, and substituting the following therefor:

'Section 6. "Section Two Plat" shall mean and refer to the plat of Sterling Green South, Section Two, recorded in Volume 291, Page 2 of the Map Records of Harris County, Texas, as modified by the partial replat of Sterling Green South, Section Two, recorded in Volume 310, Page 89 of the Map Records of Harris County, Texas, and any recorded replat(s) thereof.'

2. Article III of the Original Supplemental Declaration is hereby amended by deleting in its entirety the text of such Article III appearing in the Original Supplemental Declaration, and substituting the following therefor:

"ARTICLE III

Property Subject To This Supplemental Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration is all of STERLING GREEN SOUTH, SECTION TWO (2), being 73.7943 acres out of the S. Singleton Survey, Abstract No. 704, Harris County, Texas, according to the plat thereof recorded in Volume 291, Page 2 of the Map Records of Harris County, Texas (or any subsequently recorded replat thereof) as modified by the partial replat of STERLING GREEN SOUTH, SECTION TWO (2), recorded in Volume 310, Page 89 of the Map Records of Harris County, Texas, LESS AND EXCEPT Reserve A, being a 0.1717 acre reserve, Reserve B, a 1.1425 acre reserve and Reserve C, a 0.2759 acre reserve, as depicted and designated on said replat (and title to said Reserves A, B and C shall not be burdened or affected in any manner by this Supplemental Declaration)"

3. Article IV, Section 1. of the Original Supplemental Declaration is hereby amended by deleting in its entirety the text of the first grammatical paragraph of such Section 1. appearing in the Original Supplemental Declaration, and substituting the following therefor.

"Section 1. Single family zero lot line, detached, residential construction. All Lots shall be known, described and used as Lots for residential purposes only, and no building shall be erected, altered, or permitted to remain on any Lot, other than one detached nonzero lot line or one detached zero lot line residential family dwelling unit used for residential purposes only, said units not to exceed two (2) stories in height. Each such dwelling unit as described in this Supplemental Declaration shall have an attached garage which is large enough to accommodate at least one (1) automobile. No dwelling exclusive of open porches, garages, or patios shall be permitted on any Lot in the Subdivision at a cost of less than \$20,000, based upon cost levels prevailing on the date this Supplemental Declaration is recorded. Detached garages are prohibited. Nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. As used herein, the term

"Residential Purposes" shall be construed so as to prohibit apartment complexes, mobile-homes or trailers being placed on the Lots, and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes."

4. Article IV, Section 3. of the Original Supplemental Declaration is hereby amended so that the minimum permitted number of square feet of the ground floor area of the main residential structure on Lots other than corner Lots (as defined in Section 5. of the Original Supplemental Declaration) shall be 800 square feet and 900 square feet for corner Lots.

5. Sections 5. and 6. of Article IV of the Original Supplemental Declaration are hereby amended by deleting in their entirety the text of such Sections 5. and 6. appearing in the Original Supplemental Declaration, and substituting the following therefor:

"Section 5. Building Location. No building shall be located on any Lot between the building setback lines shown on the Section Two Plat and the street. Detached nonzero lot line dwellings: No detached nonzero lot line dwelling shall be located on any Lot nearer than ten (10) feet from any existing residential building structure situated on any other Lot which is contiguous to such Lot. No detached nonzero Lot line dwelling shall be located nearer to any interior Lot line (other than the rear Lot line) than the minimum setback relative thereto which the Architectural Control Committee shall specify in writing concurrently with its approval of plans and specifications for such building in accordance with the terms of this Article IV (and the Architectural Control Committee is hereby specifically granted the authority to specify and prescribe such minimum set backs relative to such Lot lines). Notwithstanding any other provisions hereof to the contrary, no such detached nonzero Lot line dwelling shall be located (and the Architectural Control Committee shall have no authority to permit buildings to be located) nearer to any interior Lot line (other than the rear Lot line) than three (3) feet. Detached zero Lot line dwellings: Subject to the provisions of this Section, one wall of the building, or garage may 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 six (6) feet to an interior Lot line or ten (10) feet to an exterior Lot line on a corner Lot.

No building, nor any part thereof, shall be located on any Lot nearer than ten (10) feet to the rear Lot line or within any easement (even if wider than ten (10) feet) along such rear Lot line. For the purposes of this Section, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or to extend beyond the building set back line. For the purposes of this Supplemental Declaration, the front Lot line of each Lot shall coincide with and

be the Lot line having the shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot and will be provided with driveway access from the front of the Lot; provided that such access may be from the front or side of all corner Lots unless the Architectural Control Committee in its discretion, requires that access to a corner Lot be from the front of such corner Lot. For purposes hereof, the term "corner Lot" shall mean and refer to any Lot which abuts more than one street.

Section 6A. Composite building site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than thirty-five (35) feet.

Section 6B. Maintenance of building exterior for Zero Lot Line Detached Residential Structures. Each Owner of a zero Lot line detached residence always shall have the right to enter the adjacent property to perform maintenance upon the building wall that is on the property line (zero lot line wall), and Owner shall at all times keep this wall in good repair. All deeds of trust upon these lots shall so convey this right of easement. This covenant shall in no way be construed as giving the Owner the right to enter upon the adjacent property for any other reason than for maintenance of the zero lot line wall."

6. Article IV, Section 8. of the Original Supplemental Declaration is hereby amended by adding the following paragraphs at the end thereof:

"Notwithstanding anything contained herein in this Supplemental Declaration to the contrary, including specifically, but without limitation, the provisions of Article IV, Sections 1., 3., 4., and this Section 8. relating to land use, types of buildings, dwelling size, types of construction and temporary buildings nothing shall be construed and/or determined to prohibit the erection, alteration, placement or continued maintenance on any Lot of a structure of a temporary nature to be used solely for storing household goods and materials, yard tools and yard machinery; provided, however, the construction plans and specifications therefor and a plan showing the location of the structure thereon must have been approved expressly by the Architectural Control Committee, acting pursuant to the authority granted to it in Section 2. above, prior to the erection, placing or construction of said structure on any Lot. The Architectural Control Committee shall have full and unqualified discretion to specify and prescribe the exterior design and the type, color and general appearance of any such building or other structure to be erected, placed or constructed on any Lot.

Additionally, no such structure may be erected, placed or constructed on any Lot until such time as the Owner has caused to be constructed a solid wood or masonry fence on said Lot in accordance with the provisions of subparagraph (f) of Section 4. of Article IV hereof. The provisions of this paragraph providing for the erection, placement, construction and maintenance of a structure of a temporary character on a Lot to be used solely for storing household goods and materials, yard tools and yard machinery is a specific exception to the general provisions of this Section 8, and the existence of this exception is not to be construed as limiting the generality of the provisions of this Section 8. or the other provisions of this Supplemental Declaration."

7. Article IV of the Original Supplemental Declaration is hereby amended by adding the following as Section 15:

"Section 15. Maintenance of Lot. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, the Association may, at its option, without liability to the Owner or to occupant in trespass or otherwise, enter upon said lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this provision in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, by submitting a statement setting forth the cost of such work to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such charge, together with interest thereon at the rate of ten percent (10%) per annum and reasonable costs of collection (including court costs and attorneys' fees), shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such charge. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien created hereby against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. The lien securing such charge shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot."

8. This First Amendment shall be binding upon and inure to the benefit of Declarant and A.S.C., and all other owners of any portion of the Properties, and their respective heirs, legal representatives, substitutes, successors and assigns. Further, Declarant and A.S.C. hereby adopt, ratify and confirm the Original Supplemental Declaration as expressly amended hereby, and the Original Supplemental Declaration as amended hereby shall be and remain in effect and enforceable in accordance with the provisions of Article VIII of the Original Supplemental Declaration.

IN WITNESS WHEREOF, Declarant and A.S.C. have executed this First Amendment on the dates set forth in the acknowledgements below, to be effective as of the 30th day of September, 1982.

ATTEST:

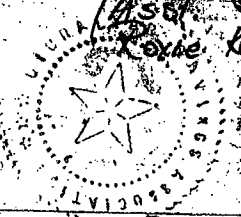
GIBRALTAR SAVINGS ASSOCIATION

John Key
Secretary

BY: Charles R. Ackerman
Senior Vice President
Charles R. Ackerman

A.S.C. VERSAILLES HOMES, INC.

BY: Bill Palmer
BILL PALMER President



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL HOUSING ADMINISTRATION

BY: James [Signature]

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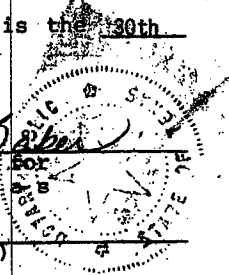
BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Ackerman, Sr. Vice President of GIBRALTAR SAVINGS ASSOCIATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 30th day of September, 1982.

Melissa Baker
Notary Public in and for
Harris County, Texas

My commission expires: 1/4/85

Melissa Baker
(Print Name)



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COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Bill Salmer, President of A.S.C. VERSAILLES HOMES, INC., a Texas 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 27th day of October, 1982.

C. Sue Pearson
Notary Public in and for
Harris County, T e x a s
C. SUE PEARSON
Notary Public, State of Texas
Commission Expires 12-23-85

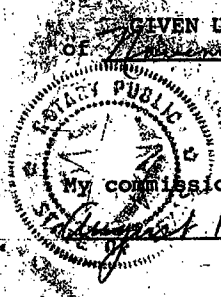
My commission expires: _____

(Print Name)

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James M. Wilson, Supervisor of the DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL HOUSING ADMINISTRATION, a department of the United States Federal Government, 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, in the capacity therein stated, and as the act and deed of said department of the United States Federal Government.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of November, 1982.



Glynnda L. Powell
NOTARY PUBLIC in and for
Harris County, T E X A S

My commission expires: August 11, 1985

GLYNDA L. POWELL
(print name)

Please return to: Steve Brewster
Gibraltar Savings Association
Land Development Department
P. O. Box 73404
Houston, Texas 77090

RETURN TO: Grantees
TEXAS WESTERN TITLE COMPANY
396 W. Greens Road, Suite 138
Houston, Texas 77067
(713) 537-9430

HOLD FOR
Texas Western Title Co.

030-81-0607

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
file number 030-81-0607 and at the time stamped
below, the same was duly RECORDED, in the Official
Public Records of said County of Harris County, Texas on

NOV 9 1982



John L. ...
COUNTY CLERK,
HARRIS COUNTY, TEXAS