

**FIRST AMENDMENT**  
*to*  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

WHEREAS, Custom Contemporaries, Inc., as Declarant, caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions" (the "Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. F556253, which Declaration imposes various covenants, conditions, restrictions, easements, liens and charges on the property described in Exhibit A of the Declaration; and

WHEREAS, Article XXIII of the Declaration entitled, "Duration and Amendment to these Restrictions", provides in pertinent part, as follows:

... the owners of a majority of the Tracts may change, alter, or amend or terminate the same at any time by executing, acknowledging and filing for record in the office of the County Clerk of Harris County, Texas, an appropriate instrument or agreement in writing setting forth such change, alteration, amendment or termination.

WHEREAS, Section 209.0041 of the Texas Property Code, which became effective on September 1, 2015, provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the declaration, unless the declaration contains a lower percentage, in which case the lower percentage controls; and

WHEREAS, the Declaration provides for amendment by the approval of a lower percentage of owners than the percentage set forth in Section 209.0041 of the Texas Property Code; therefore, the Declaration controls with respect to the percentage of votes necessary to effect an amendment to the Declaration; and

WHEREAS, as evidenced by the ballots attached hereto, the owners of at least a majority of the Tracts desire to amend the Declaration.

NOW, THEREFORE, based upon the approval of owners of a majority of the Tracts, the Declaration is amended as set forth below:

1. Article I of the Declaration entitled "Town House Residential Construction" is hereby amended and restated to read as follows:

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I

TOWN HOUSE RESIDENTIAL CONSTRUCTION

No building shall be erected, altered or permitted to remain on any Tract other than one single-family residential dwelling. A single-family residential dwelling on a Tract shall not have more than two (2) stories of living area. A single-family residential dwelling on a Tract shall not exceed thirty-three feet in height above the slab of the dwelling. Each single-family residential dwelling on a Tract must include a private garage for not more than two (2) vehicles. No Tract upon which a single-family residential dwelling is erected shall be smaller than 1,300 square feet of area.

2. Article II of the Declaration entitled "Architectural Control" is hereby amended and restated to read as follows:

II

ARCHITECTURAL CONTROL

No building(s), structure(s) or improvement(s) of any type or character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any Tract until the construction plans and specifications and a plot plan showing the location of the building(s), structure(s) or improvement(s) have been submitted and approved by the Association's Architectural Control Committee ("Committee") as to quality of material, harmony of external design with existing and proposed structures, as to location with respect to building setback lines, and as to compliance with the terms and provisions of this declaration. In the event that the Committee fails to approve or disapprove the building(s), structure(s) or improvement(s) within thirty (30) days after the receipt of the required documents, the submittal will be deemed denied. The Architectural Control Committee referred to above hereby agrees to assign its rights to approve or disapprove plans and specifications to the 1829 Bering Drive Community Association when all twenty-nine Tracts comprising the subject property are sold by the Declarant, his successors or assigns.

3. Article VI of the Declaration entitled "Use Requirements and Prohibition of Offensive Activities" is hereby amended and restated to read as follows:

VI

USE REQUIREMENTS AND PROHIBITION OF OFFENSIVE ACTIVITIES

Each owner may use his Tract and the residential dwelling and other

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improvements to his Tract for single-family residential purposes only. As used in this declaration, "single-family residential purposes only" specifically prohibits, without limitation, any business use (whether for profit or not), commercial use or activity (whether for profit or not), industrial use, apartment homes, duplex houses, multi-family dwellings, hospitals, clinics, transient housing, hotels, motels, tourist home, rooming house, renting or leasing of a room(s) in the residential dwelling on a Tract, boarding house or Short Term Rentals (as defined in this declaration) and such uses are expressly prohibited. No room(s) in the residential dwelling on a Tract and no space in any other structure on a Tract may be leased or rented, however, this section shall not preclude a Tract from being leased or rented in its entirety as a single residence to one (1) family or person in accordance with article XXIV of this declaration. Only one (1) single-family residential dwelling and appurtenances ordinary to single-family residential living are permitted on a Tract. Mobile homes and manufactured housing are not permitted on a Tract.

No Tract shall be made subject to any type of timesharing agreement, fraction-sharing or any other type of agreement where the right to the exclusive use of the Tract rotates among members of the program on a fixed or floating time schedule over a period of time. No Tract shall be used in a manner in which an owner that is a business entity organized under the Texas Business Organizations Code or the statute of any other state allows the business entity's co-owner(s), organizer(s), manager(s), partner(s), member(s), shareholder(s), business associate(s) or guest(s) to live in the property for a time period that is less than one hundred eighty (180) consecutive days.

No residential dwelling, building, garage, outbuilding or structure on a Tract may be used as income property unless leased in accordance with this declaration. Any use of a Tract or the residential dwelling on a Tract that requires that the owner pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid) is a use of the Tract for non-single-family residential purposes and constitutes a business use of the Tract in violation of this section. The street address of a Tract shall not be used as the business/activity address for a federal firearms license and the use of the street address of a Tract as the business/activity address for a federal firearms license is a business use of the Tract in violation of this section.

Not more than: (a) one (1) bona fide full time, live-in domestic worker; or (2) one (1) bona fide "nanny" is entitled to reside on a Tract.

No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Tract which may be or become an annoyance or nuisance to the neighborhood.

4. Article VIII of the Declaration entitled "Storage of Automobiles, Boats, Trailers, Motor Homes, and Other Vehicles is amended and restated to read as follows:

VIII

PARKING/STORAGE OF AUTOMOBILES, BOATS, TRAILERS, MOTOR HOMES, CAMPERS AND OTHER VEHICLES

No boat, trailer, travel trailer, motor home, recreational vehicle, camper, all-terrain vehicle or other motorized or non-motorized vehicle shall be parked, kept or stored in the private street right-of-way or in public view on a Tract for any amount of time. Unless otherwise allowed by this declaration, no automobile or motor vehicle may be parked, kept or stored in the private street right-of-way or in public view on a Tract for any amount of time. Notwithstanding the foregoing, one passenger vehicle (for example, car, truck, motorcycle, or passenger van) that is owned, operated or in the possession of the owner or a resident of a Tract may be parked on the concrete apron in front of the garage entrance on the Tract, however, any permitted vehicle that is parked on a concrete apron must be driven outside of the 1829 Bering Community Association (as defined by the recorded 1829 Bering Drive plat map) at least once every one hundred sixty-eight (168) hours unless otherwise approved in writing by the Board of Trustees and subject to such conditions as may be imposed by the Board of Trustees.

No inoperable vehicle of any type (including, but not limited to, all types of vehicles or trailers described in this article VIII) shall be parked, stored or kept in public view in the private street right-of-way or on a Tract for any amount of time. As used in this provision, an “inoperable vehicle” shall be defined as any vehicle that: (a) is not in operable condition (including having a flat tire); or (b) does not have a current registration sticker; or (c) has expired license plates; or (d) has expired temporary license plates; or (e) cannot legally be operated on the streets and highways of the City of Houston and/or the State of Texas for any reason.

The Board may tow or cause to be towed any vehicle or trailer parked in violation of this article VIII. The Board may adopt additional rules and regulations regarding parking of any and all types of vehicles within the 1829 Bering Community Association and any such rules or regulations will have the same force and effect as if stated in this Declaration. The Association may fine any owner of a Tract for a violation of this article VIII (or for violating any additional rules or regulations adopted by the Board) by the owner or a resident of the owner’s Tract and any such fine(s) will be secured by the Association’s lien on the Tract and may be collected in the same manner as delinquent assessments are collected.

5. The first sentence of Article XVI entitled “Miscellaneous” is deleted in its entirety and the following paragraph is added to Article XVI:

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind may be placed, allowed, or maintained on a Tract, which are visible from any street, Association owned property or another Tract, unless it is not possible to receive an acceptable quality signal from any other location. In that event, the receiving device must be

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placed in the least visible location which allows the reception of an acceptable quality signal. The Board of Directors of the Association may require painting or screening of the receiving device, if such painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes which are larger than one (1) meter in diameter; (ii) broadcast antenna masts which exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus may be placed or maintained on a Tract which transmit television, radio, satellite or other signals of any kind. This section is intended to comply with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time, and FCC regulations promulgated pursuant to the Act; this section is to be construed to be as restrictive as possible, while not violating the Act or applicable FCC regulations. The Board of Directors of the Association may promulgate architectural guidelines which further define, restrict or elaborate on the placement and screening of receiving devices and masts, provided such architectural guidelines are in compliance with the Act and applicable FCC regulations.

6. Article XVII of the Declaration entitled "Maintenance Assessment" is hereby amended and restated to read as follows:

## XVII

### ASSESSMENTS AND OTHER CHARGES

Each owner of a Tract herein hereby covenants, and each owner of any Tract by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the 1829 Bering Drive Community Association (hereinafter the "Association"): (a) annual assessments; (b) special assessments; and (c) other charges authorized by this declaration and/or state law; such assessments and other charges to be fixed, established, and collected as herein provided. The annual and special assessments, together with interest, costs, collection costs, administrative costs, administrative fees, attorney fees, attorney expenses, fines, late fees, and any other charge authorized by this declaration, shall be a charge on each Tract and shall be secured by a continuing lien in favor of the Association upon each Tract against which each assessment and/or other charge is made. The obligation to pay the assessments and other charges described herein shall be a covenant running with the land. Each such assessment, together with such interest, collection costs, administrative costs, attorney fees, attorney expenses, fines, late fees, and any other charge authorized by this declaration, shall also be the personal obligation of the owner of the Tract at the time when the assessment or charge came due. The personal obligation for delinquent assessments and other charges secured by the Association's lien shall not pass to an owner's successor(s) in title unless expressly assumed by them. The Association has the authority to establish, collect and

administer the assessments and other charges. An owner cannot avoid the payment of an assessment on each individual Tract as described in this declaration by consolidating or replatting a Tract or Tracts. No owner may waive or otherwise escape the continuing lien established by this declaration by non-use of any property owned by the Association or by the abandonment or divestiture of ownership to a Tract.

The assessments and other charges levied by the Association shall be used for the administration, management and operation of the Association, for the improvement and maintenance of any property owned by the Association, or for any other purpose approved by the Association's Board of Directors that is related to the operation of the Association. The Association's Board of Directors has the sole and absolute discretion to administer, manage and operate the Association. It is understood that the judgment of the Board of Directors of the Association in the expenditure of the assessments is final and conclusive so long as such judgment is exercised in good faith.

As of year 2020, the annual assessment is \$1,380.00 per year for each Tract. The Board of Directors may increase the annual assessment by five percent (5%) per year without a vote of the Association membership. The annual assessment may be paid in two equal installments, one-half of the annual assessment amount on January 1 of each year, and one-half of the annual assessment amount on July 1 of each year. Per Texas Property Code Section 204.010(a)(16), the Board of Directors may assess the increase in the assessment contemplated by this article annually or accumulate and assess the increase after a number of years. Unless increased in accordance with Texas Property Code Section 204.010(a)(16), the annual assessment may only be increased by more than five percent (5%) per year with approval of fifty-one percent (51%) of the Association membership voting, in person or by proxy, at a meeting duly called for this purpose or by at least fifty-one percent (51%) of the Association membership voting by any other voting method(s) allowed by law and approved by the Board. Notice of a meeting of the owners for the purpose of increasing the assessment in accordance with this section or voting on a special assessment as contemplated by this provision will be provided in accordance with applicable law.

In addition to the annual assessment authorized above, the Association may levy one or more special assessments for: (a) the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any property owned by the Association; or (b) any other purpose approved by the Association's membership. Any such special assessment must be approved by at least sixty percent (60%) of the Association membership voting, in person or by proxy, at a meeting duly called for this purpose at which a quorum is present or by at least sixty percent (60%) of the Association membership voting by any other voting method(s) allowed by law and approved by the Board. The payment due date(s) for a special assessment shall be set by the Board of Directors.

Both annual and special assessments must be fixed at a uniform rate for all Tracts. Annual assessments and special assessments will not be refunded or prorated if ownership of a Tract changes during the year for which the assessment is due.

The Board of Directors shall fix the amount of the annual assessment against each Tract on or before December 15 of each year and notice of the amount of the annual assessment must be mailed (by U.S. first class mail) to each owner before January 1 of each year. If the Board of Directors fails to fix the amount of the annual assessment by December 15 of any year and/or fails to cause notice of the annual assessment amount to be sent before January 1, the annual assessment amount for the next year will be the same as the previous year's annual assessment amount.

Any assessment installment payment that is not paid within thirty (30) days of the due date shall be delinquent. If the annual assessment installment payment or if the special assessment (or any installment thereof as set by the Board of Directors) is not paid within thirty (30) days of the due date, the unpaid portion of the assessment or any installment payment amount thereof shall bear interest from the due date at the rate of ten percent (10%) per annum. In addition to interest, the Board may set a late fee that will be imposed on any delinquent assessment or any delinquent installment payment that is not paid in full as of the due date. Late fees, if any, are in addition to, not in lieu of, interest. The Association may bring an action at law against the owner personally obligated to pay the assessments and other charges authorized by this declaration and/or state law. The Association may also foreclose the lien against the Tract for all charges that are secured by the Association's lien on the Tract. The lien provided for in this section shall be in favor of the Association. Interest, costs, collection costs, administrative costs, administrative fee, attorney fees, attorney expenses, fines, late fees, and any other charge authorized by this declaration, shall be added to the amount of such assessment and shall be secured by a continuing lien on the Tract. Each such owner, by his acceptance of a deed to a Tract, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens including judicial foreclosure or foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such owner expressly grants to the Association a power of sale in connection with said lien. Provided, however, prior to the Association exercising its power of sale, the Association must first have obtained a court order in an application for expedited foreclosure in accordance with Section 209.0092 of the Texas Property Code. The Board has the right and power to appoint an agent or trustee to act for and on behalf of the Association to enforce the lien. The Board may, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing an agent or trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The

agent or trustee may be changed at any time and from time to time by the Board by means of a written instrument executed by the President or any Vice President of the Association and filed of record in the Official Public Records of Real Property of Harris County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association must mail to the defaulting owner a copy of the notice of sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such owner at the last known address of such owner according to the records of the Association. If required by law, the Association or trustee must also cause a copy of the notice of sale to be recorded in the Official Public Records of Real Property of Harris County, Texas. No owner may waive or otherwise escape liability for the assessments or other charges provided for herein by non-use of the property owned by the Association, non-use of any service provided by the Association or abandonment of his Tract. The Association's lien described in this declaration is established by the filing of this declaration, as amended.

7. Article XVIII of the Declaration entitled "Subordination of Lien" is hereby amended and restated to read as follows:

#### XVIII

#### SUBORDINATION OF LIEN

The lien created in article XVII of this declaration against each Tract for the benefit of the Association is secondary, subordinate and inferior to all valid liens granted and created by or at the request of the owner of any such Tract to secure the payment of monies advanced to purchase the Tract to the extent of any such assessments or other secured charges accrued and were unpaid prior to foreclosure of any such purchase money lien. The sale or transfer of a Tract pursuant to a purchase money lien foreclosure will extinguish the lien of such Assessment but only as to payment which became due prior to such sale or transfer and not thereafter. Unless otherwise provided by law, no other sale or transfer of the Tract shall relieve the Tract or the owner from liability for any assessments or other charges due at the time of the sale or transfer. The Association shall give the holder of a purchase money lien at least sixty (60) days written notice before filing a judicial foreclosure lawsuit or filing an expedited foreclosure action against an owner to collect any amount due under this declaration that is secured by the Association's lien on a Tract.

8. Article XX of the Declaration entitled "Enforcement" is hereby amended and restated to read as follows:



XX

ENFORCEMENT

The Association and any owner has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration except the provisions in article XVII of this declaration relating to the payment of Assessments, which may only be enforced by the Association. Failure by the Association or an owner to enforce any covenant, condition or restriction herein will in no event be deemed a waiver of the right to do so thereafter. The Association may assess fines for violations of this declaration or for violations of the Association's Dedicatory Instruments [as that term is defined in Texas Property Code Section 202.001(1) or its successor statute] in amounts set by the Board, which fines shall be secured by the continuing lien on each Tract set out in Article XVII of this declaration and all such fines will be added to the violating owner's assessment account and may be collected in the same manner as delinquent assessments are collected. All attorney fees, attorney expenses and other costs of enforcement incurred by the Association in enforcing the terms and provisions of this declaration or the Association's Dedicatory Instruments shall be secured by the continuing lien on each Tract set out in article XVII of this declaration and all such fees, expenses and costs will be added to the violating owner's assessment account and may be collected in the same manner as delinquent assessments are collected.

9. Article XXIV of the Declaration entitled "Leasing" is hereby added to read as follows:

XXIV

LEASING

The term "lease" as used herein means any type of agreement or arrangement which provides to a person(s) or entity(s) other than the owner of the Tract the use of and right to possess a Tract and/or the residential dwelling on a Tract. A Tract and/or the residential dwelling on a Tract may be leased for single-family residential purposes only. Single-family residential purposes specifically prohibits leasing the Tract to more than one single-family. Single-family residential purposes requires the intent to occupy the Tract and the residential dwelling on the Tract for the entire term of the lease. A lease must be for a term of not less than one hundred eighty (180) consecutive days. A lease for a term of less than one hundred eighty (180) consecutive days is prohibited. Upon the end of a lease term of at least one hundred eighty (180) consecutive days, a new lease for a period of at least one hundred eighty consecutive (180) days is required,

however, a "month-to-month" lease is allowed if the lessee(s) is the same person(s) who signed the original lease. The Association's Board of Directors does not have the authority to and will not approve or disapprove any lease.

A lease to persons who do not comprise a single-family is prohibited. A lease must provide to the lessee(s) the exclusive right to use and possess the entire Tract and the entire residential dwelling situated on the Tract. An owner may not lease a room or any portion less than the entire Tract and the entire residential dwelling on the Tract. The lessee(s) of a Tract is not permitted to sublease the Tract or the residential dwelling on the Tract or any portion thereof.

Short Term Rentals are expressly prohibited. A Short Term Rental is any type of lease, agreement, or arrangement which provides to a person or entity other than the owner of the Tract the use of and the right to possess the Tract and/or the residential dwelling on the Tract for less than one hundred eighty consecutive (180) days.

A lease must be in writing. Leasing the Tract and/or the residential dwelling on a Tract does not relieve the owner of the Tract from the obligation to comply with this declaration and/or the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All lessees are subject to this declaration and the Association's Dedicatory Instruments. There may only be one lease for a Tract (including the residential dwelling on the Tract) at a time. Upon written demand from the Association, the owner of the Tract must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date such request is mailed. The owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing a copy of the lease to the Association. Upon written demand of the Association, the owner of the Tract must provide to the Association the name(s) and phone number(s) for all lessees of a Tract and/or the residential dwelling on a Tract who have reached the age of at least eighteen (18) years within fourteen (14) business days of the date such request is mailed.

The Association may, after the notice required by law, if any, is given, levy a fine on the owner of the Tract in the amount of five hundred and 00/100 dollars (\$500.00) per day for a violation of any term or provision of this article XXIV. This fining provision supersedes any conflicting provision in any fining policy, if any, adopted by the Association.

It is not the intention of this article XXIV to exclude from a Tract or the residential dwelling on a Tract any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of this provision as allowed by law.

The Association's Board of Directors may adopt any rules, guidelines or policies necessary to further define, interpret and/or clarify this article XXIV and





**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

Bob Weiman

Signature

BOB WEIMAN

Printed Name of Owner

10/26/2020  
09:40 PM GMT

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

#

Street Address of property in 1829 Bering Drive Community Association

*Ballot for Amendment to Restrictions- 1829 Bering Drive Community Association*

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**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

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I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

Betty J Owens  
Signature

Betty J Owens  
Printed Name of Owner

10-25-2020  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

#4  
Street Address of property in 1829 Bering Drive Community Association

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*Ballot for Amendment to Restrictions- 1829 Bering Drive Community Association*

RP-2020-539504

**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

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I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

*Eleanor Buntush*  
Signature

ELEANOR BUNTUSH  
Printed Name of Owner

10/26/2020  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

\_\_\_\_\_  
Street Address of property in 1829 Bering Drive Community Association

#6

\_\_\_\_\_  
Ballot for Amendment to Restrictions- 1829 Bering Drive Community Association

RP-2020-539504

**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

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For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

*Delia Segoviano*  
\_\_\_\_\_  
Signature

*Delia Segoviano Cooney*  
\_\_\_\_\_  
Printed Name of Owner

*10/27/20*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY IN 1829 BERING  
DRIVE #7 COMMUNITY  
ASSOCIATION:**

*# 7*

\_\_\_\_\_  
Street Address of property in 1829 Bering Drive Community Association

\_\_\_\_\_  
*Ballot for Amendment to Restrictions- 1829 Bering Drive Community Association*

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www.

**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

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For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

Signature

Printed Name of Owner

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

#8

Street Address of property in 1829 Bering Drive Community Association

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*Ballot for Amendment to Restrictions-1829 Bering Drive Community Association*

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EX-101



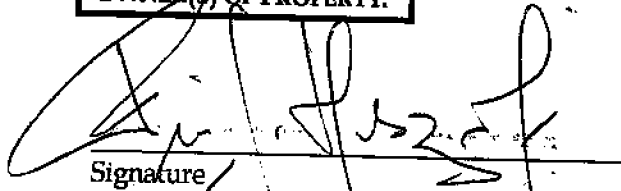
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I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

  
Signature

PIERRE HERSZODORF

Printed Name of Owner

10/25/2020

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

Unit # 11

Street Address of property in 1829 Bering Drive Community Association

Ballot for Amendment to Restrictions- 1829 Bering Drive Community Association

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**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF CONVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

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For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

*Azalie Holland*

Signature

*AZALIE HOLLAND*

Printed Name of Owner

10/26/2020  
07:16 PM GMT

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

#  
16

Street Address of property in 1829 Bering Drive Community Association

*Ballot for Amendment to Restrictions- 1829 Bering Drive Community Association*

RP-2020-539504

**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

---

I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**



Signature

Allen M. Cook

Printed Name of Owner

Oct. 22 2020

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

Unit # 17

Street Address of property in 1829 Bering Drive Community Association

RP-2020-539504

**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF CONVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

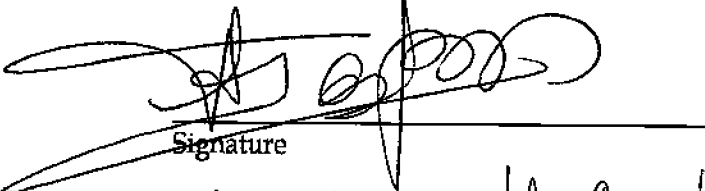
---

I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

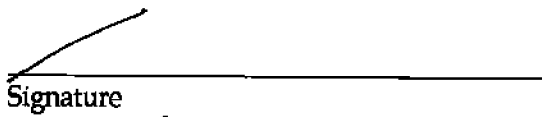
Against First Amendment

**OWNER(S) OF PROPERTY:**

  
Signature

Flor Jeanneth Castro  
Printed Name of Owner

10.21.20  
Date

  
Signature

  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

1829 Bering Dr #10 Houston Tx 77057  
Street Address of property in 1829 Bering Drive Community Association

RP-2020-539504

**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

---

I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

*Anne S. Venturato*  
Signature

ANNE SANDIYA VENTURATO  
Printed Name of Owner

10-26-20  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

# 19

\_\_\_\_\_  
Street Address of property in 1829 Bering Drive Community Association

RP-2020-539504

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**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF CONVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

---

I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

*Cheryl P. Adams*  
\_\_\_\_\_  
Signature

*Cheryl P. Adams*  
\_\_\_\_\_  
Printed Name of Owner

*26 October, 2020*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

*Apt. # 21*  
\_\_\_\_\_  
Street Address of property in 1829 Bering Drive Community Association

\_\_\_\_\_  
*Ballot for Amendment to Restrictions-1829 Bering Drive Community Association*

RP-2020-539504

EX-111

**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

*Helena P. Becerra*

Signature

*HELENA P. BECERRA*

Printed Name of Owner

*10/16/2020*

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

*1829 BERING DR. #24 HOUSTON, TX, 77057*

Street Address of property in 1829 Bering Drive Community Association

RP-2020-539504

**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

---

I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

*C. Binns*  
\_\_\_\_\_  
Signature

*CECELIA L. BINNS*  
\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

*#25*

\_\_\_\_\_  
Street Address of property in 1829 Bering Drive Community Association

\_\_\_\_\_  
*Ballot for Amendment to Restrictions-1829 Bering Drive Community Association*

RP-2020-539504

FORM 7



**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

---

I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

*Judith Krull*  
Signature

JUDITH KRULL  
Printed Name of Owner

10/25/2020  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

#26  
Street Address of property in 1829 Bering Drive Community Association

\_\_\_\_\_  
*Ballot for Amendment to Restrictions- 1829 Bering Drive Community Association*

RP-2020-539504

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**BALLOT TO VOTE ON  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF 1829 BERING DRIVE COMMUNITY ASSOCIATION**

---

I/we the undersigned, as a representative(s) of all of the owners of the property listed below, do hereby cast my/our vote on the First Amendment to Declaration of Covenants, Conditions and Restrictions of 1829 Bering Drive Community Association ("First Amendment") as follows:

For First Amendment

Against First Amendment

**OWNER(S) OF PROPERTY:**

*C. Binns*  
Signature

CECELIA L. BINNS  
Printed Name of Owner

10/25/2020  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY IN 1829 BERING  
DRIVE COMMUNITY  
ASSOCIATION:**

#  
27  
Street Address of property in 1829 Bering Drive Community Association

RP-2020-539504

RP-2020-539504  
# Pages 27  
11/05/2020 10:39 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
CHRIS HOLLINS  
COUNTY CLERK  
Fees \$118.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2020-539504