

Restr

J890896

006-76-0564

NORTHWOOD TOWNHOMES
RESTRICTIVE COVENANTS

~~02/08/85 002 8M90 J8907PG \$25.00~~

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS :

THESE RESTRICTIVE COVENANTS, made on the date hereinafter set forth by SILHOUETTE HOMES, INC., a Texas corporation, hereinafter referred to as "Developer".

25
B

WITNESSETH :

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, hereinafter called the "Property", and whereas Developer has constructed or is constructing five (5) townhomes on the Property; and

WHEREAS, it is the intention of Developer to place the conditions, covenants, easements, rights, duties, restrictions and obligations hereinafter described, upon the Property in the furtherance of a plan for the improvement and sale of said Property, and for the purpose of enhancing and protecting the value, the desirability and attractiveness of the Property.

NOW, THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth, Developer hereby places the following conditions, covenants, easements, rights, duties, restrictions and obligations on the Property, and each contract or deed which may be executed with regard to all or any portion of the Property shall be conclusively held to have been executed, delivered, and accepted subject to the following conditions, covenants, easements, rights, duties, restrictions and obligations as though set out in full or by reference in said contract or deed.

ARTICLE I

Definitions

"Building" shall mean and refer to the building containing the five (5) townhomes constructed by Developer on the Property.

"Lot" shall mean the land conveyed along with a Townhome to an Owner by Developer.

"Maintenance Charge" shall mean the annual charge assessed against each Townhome collected for the purpose of providing a fund for periodic maintenance and repainting of the exterior wood surfaces of the Townhomes.

"Maintenance Fund" shall mean and refer to the amounts collected from time to time from the Owners, upon payment of the Maintenance Charge.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Townhome and the Lot upon which it is situated, including contract purchasers.

"Party Wall" shall mean any common dividing wall between Townhomes. Any matters concerning a Party Wall which are not covered by the terms of these Restrictive Covenants shall be governed by the general rules of Texas law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

"Townhome" shall mean each separate residence, as measured from the center of a Party Wall out horizontally to the outermost edges of the Building, and up vertically to the outermost edges of the roof line, which together comprise the Building.

ARTICLE II

Maintenance of Party Walls

The cost of maintaining a Party Wall shall be borne equally by the Owners of each Townhome contiguous to said Party Wall.

ARTICLE III

Insurance Requirements

Each Owner shall be required to furnish annually to all other Owners proof of insurance coverage on his Townhome and the appurtenant garage by a reputable insurance company licensed to do business in the State of Texas. The amount of the insurance coverage shall be equal to the replacement cost of the Townhome and appurtenant garage affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. Liability coverage for damage to the other Townhome or Party Walls which is the result of Owner's negligence or willful misconduct shall also be included in each Owner's policy. In the event of damage or destruction of a Townhome, the Owner thereof shall repair or rebuild such Townhome in as good a condition as such Townhome was in before such damage or destruction; provided, however, that if any Owner's negligence or willful misconduct caused such damage or destruction, the negligent Owner shall bear the entire cost of such repair or reconstruction. In the event said negligent Owner fails or refuses to do so, the

Owner of any other Townhome is hereby authorized to undertake to repair or rebuild the damaged or destroyed Townhome and assess said negligent Owner for the cost of such repair or replacement. Such expense of repairing and rebuilding shall become the personal obligation of said negligent Owner and shall be secured by a lien upon his Lot and Townhome. The Owner or Owners having such Party Wall repaired shall, in addition to the lien described herein, be entitled to recover attorney's fees, and shall be entitled to all other remedies provided herein or by law. Any such lien shall be enforceable in accordance with the provisions of Texas law and as provided by these Restrictive Covenants. Should an Owner fail to provide adequate proof of insurance coverage as herein provided, any other Owner of a Townhome shall have the authority to purchase such coverage, and to charge such defaulting Owner for the expense thereof, which shall be the personal obligation of said Owner and shall be secured by a lien upon his Lot and Townhome. Any such lien shall be enforceable in accordance with the provisions of Texas law and as provided by these Restrictive Covenants.

ARTICLE IV

Damage or Destruction

In the event of damage to or destruction of a Party Wall the Owners of the Townhomes contiguous to the damaged or destroyed Party Wall shall repair or rebuild said Party Wall. The cost of such repair or rebuilding shall be borne equally by the Owners of the Townhomes contiguous to the damaged or destroyed Party Wall; provided however, that if an Owner's negligence or willful misconduct caused the damage to or destruction of said Party Wall, the negligent Owner shall bear the entire cost of repair or reconstruction. If more than one Owner was negligent and such negligence contributed to the damage and destruction of the Party Wall, each Owner will be liable for repair and reconstruction in proportion to his negligence. If any Owner shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other Owners may have such Party Wall repaired or restored and shall be entitled to have a lien on the Lot and Townhome of the Owner so failing to pay, for the amount of such defaulting Owner's share of the repair or replacement costs and such amount shall also become the personal obligation of said defaulting Owner. The party or parties having such Party Wall repaired shall, in addition to the lien, be entitled to recover attorney's fees and shall be entitled to all other

remedies provided herein or by law. Any such lien shall be enforceable in accordance with the provisions of Texas law and as provided by these Restrictive Covenants.

ARTICLE V

Destruction of Townhome

In the event of the destruction of a Townhome or the entire Building, the Townhome or Townhomes so destroyed shall be restored, with each Owner paying the full expense of restoring the Townhome on his Lot, except to the extent otherwise herein provided. Such restoration, unless otherwise agreed to in writing by a majority of the Owners, shall be in accordance with the original architectural plan. Such restoration shall include the Party Wall as originally constructed and the cost of construction of such Party Wall shall be borne equally by the adjoining Owner, if contiguous Townhomes are destroyed; otherwise, the Owner whose unit was destroyed shall be responsible for restoring the Party Wall. Nothing herein shall prevent an Owner from collecting the cost of such restoration and/or damage from any person, including the other Owner, who may be liable therefor.

ARTICLE VI

Easement

No Owner shall alter or change the Party Wall in any manner, interior decoration excepted, and such Party Wall shall remain in the same location as when originally erected. Each adjoining Owner to a Party Wall shall have a perpetual easement on, over and across that part of the Lot of another Owner, on which a contiguous Party Wall is located for the purposes of construction, restoration, repair and maintenance of said Party Wall.

ARTICLE VII

Exterior Decoration and Maintenance

Each Owner shall keep all exterior walls and exterior trim of his Townhome in good condition and repair, at his sole cost and expense, except as provided herein. No Owner shall do or permit to be done any act or omission that would tend to depreciate the value of the Building. No Owner shall have the right to change the exterior design or color of his Townhome or of a Party Wall without the prior written consent and concurrence of a majority of the Owners of the other Townhomes. The Owner of each Townhome agrees to cooperate with the other Owners in making such exterior maintenance when needed.

Each Owner shall have the right to request that the Owner of the contiguous Townhome join with him in undertaking to repair, repaint, or otherwise maintain their joint Party Wall. In the event that two (2) Owners disagree about the need for repair, repainting, or restoration of a common Party Wall, the Owner desiring to institute such work shall seek from the Owners of the Townhomes that do not adjoin the Party Wall that he seeks to repair, repaint, or restore, their written agreement that such repair, repainting, or restoration is necessary. If the other two Owners agree in writing that such repair, repainting, or restoration is necessary, such repair, repainting, or restoration is thereby authorized. If the other two Owners disagree about the proposed repair, repainting, or restoration, and the Owners of the Townhome contiguous to such Party Wall still disagree about the need for maintenance, the Arbitration provisions of Article XI shall become operative.

ARTICLE VIII

Maintenance Charge and Maintenance Fund

The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot 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 on or before January 1 of each year, an annual Maintenance Charge of \$200.00 to the Northwood Townhome Fund. The regular annual Maintenance Charge, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The Maintenance Charge shall be used exclusively for the repainting, from time to time, of the exterior of the Townhomes and maintaining the exterior wood surfaces of the Townhomes (not including roofs, windows and doors).

The Northwood Townhome Fund shall be created pursuant to this Article VIII and the Owners shall be designated to open an interest bearing savings account with a Houston banking establishment insured by the Federal Deposit

Insurance Corporation or the Federal Savings & Loan Insurance Corporation. The account shall be established as a joint account of all Owners and shall require that the signature of any four (4) of the five (5) Owners be necessary for withdrawal of funds from said account. Painting and maintenance of the exterior of the Townhomes shall be undertaken whenever four (4) of the five (5) Owners of the Townhomes execute a written consent to the expenditure of funds deposited in the Northwood Townhome Fund for the purpose of such repainting and maintenance.

Any Maintenance Charge assessed against a Townhome which is not paid when due shall be delinquent. Any delinquent Maintenance Charge shall bear interest from the due date at the maximum rate permitted by law, and any Owner may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such Maintenance Charge. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in every other Owner or their agents, the right and power to bring all methods available for the enforcement of such liens, including foreclosure by an action in a like manner as a mortgage or deed of trust lien foreclosure on real property. No Owner may waive or otherwise escape liability for the Maintenance Charge provided for herein by abandonment of his Lot.

The Lien securing the Maintenance Charge provided for herein shall be superior to all other liens, encumbrances, except only for tax and special assessment liens on the Townhome in favor of any governmental assessing agency, and all sums unpaid on a first lien mortgage or deed of trust of record, including obligatory sum as may be provided by such encumbrance. Sale or transfer of any Lot shall not affect the Maintenance Charge liens. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Maintenance Charge as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Maintenance Charge thereafter becoming due according to the terms herein provided.

ARTICLE IX

Maintenance of Roofs

Each Owner shall maintain the roof over his Townhome in good condition and in such manner so as not to damage other portions of the Building. Each Owner shall share equally in the costs to repair or to maintain the roof (if any) over the Party Wall contiguous to his Townhome.

ARTICLE X

Weatherproofing

An Owner who, by his negligence, disinterest or willful act, causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be borne by the Owners as hereinbefore provided.

ARTICLE XI

Arbitration

In the event a dispute arises in (i) the interpretation of any of the provisions of these Restrictive Covenants, or (ii) in connection with any action to be undertaken by any Owner which is covered by these Restrictive Covenants, each Owner involved in the dispute shall choose one disinterested person as an arbitrator and such arbitrators shall choose an additional disinterested person as an arbitrator. The decision shall be by a majority of all of the arbitrators within two weeks after the appointment of the additional arbitrator. The expense of such arbitration shall be borne equally by the Owners involved in the dispute unless the arbitrators shall decide that the expense shall be borne by one of the Owners or in some other proportion and such decision of the arbitrators shall be binding on the parties. For purposes of assessing arbitration fees, a dispute between two Owners contiguous to a Party Wall regarding that Party Wall's need for repainting, repair, or maintenance shall be borne by only those two (2) Owners, even if the other two Owners (non-contiguous unit owners) were consulted pursuant to Article VII.

The arbitrators' decision shall be binding upon all Owners and shall be considered a final decision. If the arbitrators' decision contemplates the expenditure of Maintenance Fund monies, each Owner agrees to execute promptly a

written consent to the expenditure of funds and provide his signature to withdraw such funds from the banking establishment.

ARTICLE XII

Attorney's Fees

In the event it becomes necessary for an Owner to place this agreement in the hands of an attorney for the enforcement of any such Owner's rights hereunder or for the recovery of any monies due to such Owner hereunder, and if it is necessary to bring suit for the enforcement of such rights, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

ARTICLE XIII

Enforcement

Any Owner shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, easements, restrictions, rights, duties and obligations herein contained. If any suit for injunction is brought for the enforcement of any such items, no bond or other security shall be required of the party bringing such action in order to secure the issuance of a temporary restraining order, temporary injunction or final injunction. If the application for injunction is contested, the successful party in such action shall be entitled to recover all costs of court and reasonable attorney's fees to the attorney for the prevailing party as determined by the court. Any valid charge made by an Owner for expenses incurred on behalf of an adjoining Owner pursuant to the terms of these Restrictive Covenants which is not paid within thirty (30) days after written demand is made, shall bear interest at the maximum rate permitted by the laws of the State of Texas. In order to secure the payment of such charge after such demand has been made and such thirty (30) day period has expired, said Owner shall be entitled to file a lien against such Lot which shall be enforceable through judicial proceedings.

ARTICLE XIV

Use Restrictions

Section 14.01. Each Lot and Townhome shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 14.02. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said Lots, except that reasonable numbers, consistent with a residence, of dog, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. In no event shall any Townhome be used to keep more than three (3) dogs, cats or other similar household pets or combinations thereof and their offspring not over ten (10) weeks old.

Section 14.03. No unlawful act shall be committed in any part of the Property, nor shall any noxious or offensive activity be carried on, nor shall any outside lighting or loudspeakers or other sound producing devices be used which may be or may become an unreasonable annoyance or disturbance or a nuisance to any Owner.

Section 14.04. No Lot, or any portion thereof, shall be used as a dumping ground for rubbish, trash or garbage. No waste of any nature shall be kept on any portion of the Property except entirely in sanitary containers.

Section 14.05. No Owner shall alter or change the drainage or seepage on, over or across, nor the grade of his Lot by channeling, filling, grading, excavating or any other means or acts, nor shall any Owner do, permit, or cause to be done any act that results or might be reasonably expected to result in any adverse change or effect on such drainage or seepage. No Owner shall alter the landscaping in front of his Townhome without the prior written consent of the Owner of the adjoining Townhome. Each Lot shall be kept at all times in a neat, sanitary, healthful and attractive condition and the Owner of each Lot shall keep all grass and landscaping well maintained and shall in no event use any Lot for storage of material or equipment except for normal and customary residential requirements.

Section 14.06. No aluminum foil or other reflective material shall be placed in windows of Townhomes for any purpose and no Owner or tenant shall otherwise cover over or block out any window in an unsightly manner. All front windows of each Townhome shall have neat and attractive draperies or mini-blinds the color of which shall be in harmony with the exterior finish of the Building.

Section 14.07. No motor vehicles of any type shall be parked in front of the Townhome except on the street adjoining the Property, and in accordance with city traffic ordinances.

ARTICLE XV

Severability

The invalidation of any portion of this Agreement by judgment or court order shall in no way affect the other provisions. Such other provisions shall remain in full force and effect.

ARTICLE XVI

Term and Amendment

These covenants, conditions, easements, restrictions, rights, duties and obligations shall be in full force and effect for an initial term of thirty (30) years from the date hereof. After said initial term these covenants, conditions, easements, restrictions, rights, duties and obligations shall continue for as long as the Building or any portion thereof is used for residential purposes; provided, however, these covenants, conditions, easements, restrictions, rights duties and obligations may be amended, modified or terminated at any time by the unanimous written consent of both Owners of the Townhomes duly acknowledged and recorded in the Official Public Records of Real Property of Harris County, Texas.

ARTICLE XVII

Liens

Each Owner of a Townhome shall indemnify and hold harmless the other Owner from any mechanic's and materialmen's lien which may be placed on the Building, or any Party Wall.

EXECUTED this 28 day of January 1985.

SILHOUETTE HOMES, INC.

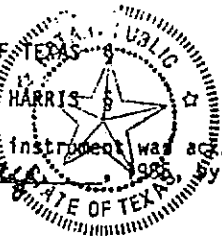
By: C. David Logsdon Pres.
C. David Logsdon, President

The undersigned lienholder joins herein solely for the purpose of subordinating the liens held by it of record upon the Properties to the covenants, conditions and restrictions hereby imposed by the Developer with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in these Restrictive Covenants.

By: William W. Githens, Jr.
William W. Githens, Jr., President
Enterprise Bank-West N.A.

006-76-0574

THE STATE OF TEXAS
COUNTY OF HARRIS



This instrument was acknowledged before me on this 28th day of January, 1985, by C. David Logsdon, President of SILHOUETTE HOMES, INC.

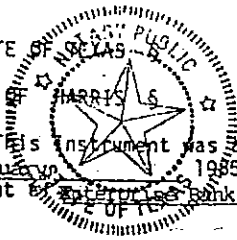
JANIE GLOS
Notary Public in and for the State of Texas
My Commission Expires 8/8/87

Janie Glos
Notary Public in and for
The State of Texas

My Commission Expires: _____

Printed Name of Notary Public _____

THE STATE OF TEXAS
COUNTY OF HARRIS



This instrument was acknowledged before me on this 28th day of January, 1985, by William W. Githens, Jr., President of Enterprise Bank West N.A., on behalf of said bank.

JANIE GLOS
Notary Public in and for the State of Texas
My Commission Expires 8/8/87

Janie Glos
Notary Public in and for
The State of Texas

My Commission Expires: _____

Janie Glos
Printed Name of Notary Public _____

006-76-0575

EXHIBIT "A"

Block "A" of HERMOSA COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 572, Page 314 of the Deed Records of Harris County, Texas.

1cc

CC

FILED

FEB 8 10 26 AM '85

Quita Robinson
COUNTY CLERK
HARRIS COUNTY, TEXAS

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 herein by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

FEB 8 1985



Quita Robinson
County Clerk, Harris County, Texas

Return Original To: Donna S. Lindsey
P. O. Box 1504
Houston, Texas 77251-1504

144-72-1432

the terms of the Restrictive Covenants and the terms of this Amendment, the terms of this Amendment shall control.

EXECUTED effective the 1st day of March, 1989.

Stephen Lewis
STEPHEN LEWIS

Cynda S. Lewis
CYNDA S. LEWIS

Andrew Klein
ANDREW KLEIN

William Gerald Pipes
WILLIAM GERALD PIPES

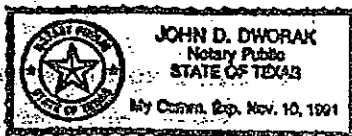
James Smiers
JAMES SMIERS

Stefania Rigo
STEFANIA RIGO

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of March, 1989, by STEPHEN LEWIS.

[SEAL]



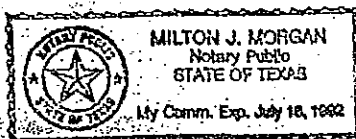
John D. Dworak
Notary Public in and for
The State of Texas

Printed or Stamped Name of Notary
My Commission Expires: Nov 10, 1991

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1st day of March, 1989, by CYNDA S. LEWIS.

[SEAL]



Milton J. Morgan
Notary Public in and for
The State of Texas

Printed or Stamped Name of Notary
My Commission Expires: July 18, 1992

144-72-1433

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of MARCH, 1989, by ANDREW KLEIN.

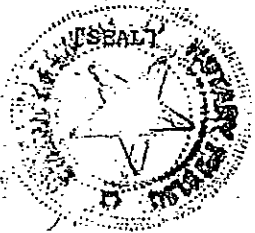


[Signature]
Notary Public in and for
The State of Texas

MITCHELL KATINE
Printed or Stamped Name of Notary
My Commission Expires: 09/27/89

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of MARCH, 1989, by GERALD PIPES.



MY WILLIAMS
[Signature]
Notary Public in and for
The State of Texas

MITCHELL KATINE
Printed or Stamped Name of Notary
My Commission Expires: 09/27/89

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of MARCH, 1989, by JAMES SMIERS.



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

MITCHELL KATINE
Printed or Stamped Name of Notary
My Commission Expires: 09/27/89

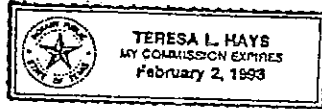
144-72-1434

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4 day of April, 1989, by STEFANIA RIGO.

[SEAL]

Teresa L. Hays
Notary Public in and for
The State of Texas



TERESA L. HAYS
Printed or Stamped Name of Notary

My Commission Expires: 2/2/93

B22337/030389

FILED

1989 APR 13 PM 4:14

Quita Beckman
COUNTY CLERK
HARRIS COUNTY TEXAS

144-72-1435

EXHIBIT "A"

Block "A" of HERMOSA COURT, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 572, Page 314 of the Deed Records of Harris County, Texas.

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 on

APR 13 1989



Quita Rodriquez
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RETURN TO:

LeAnn Vaughn
Schlanger, Cook, Cohn, Mills & Grossberg
5847 San Felipe, Suite 1700
Houston, Texas 77057

Amend

N453658

009-59-2111

SECOND AMENDMENT TO
NORTHWOOD TOWNHOMES RESTRICTIVE COVENANTS

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

12/17/92 90465597 N453658 11.50
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, C. David Logsdon, on behalf of Silhouette Homes, Inc., a Texas corporation, executed that certain instrument entitled NORTHWOOD TOWNHOMES RESTRICTIVE COVENANTS, dated January 28, 1985, filed of record on February 8, 1985, in the Official Public Records of Real Property of Harris County, Texas, under Harris County Clerk's File No. J890896 (the "Original Covenants"), creating certain restrictive covenants applicable to that certain tract of land being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the then current Owners of the Townhomes and Lots located on the Property executed that certain Amendment to Northwood Townhomes Restrictive Covenants (the "Amendment"), executed effective March 1, 1989, filed of record on April 13, 1989, in the Official Public Records of Real Property of Harris County, Texas, under Harris County Clerk's File No. M120029, amending the Original Covenants as set forth therein (the Original Covenants, as amended, being hereinafter referred to as the "Restrictive Covenants"); and

WHEREAS, the undersigned are all of the current Owners of the Townhomes and Lots located on the Property; and

WHEREAS, the undersigned wish to amend the Restrictive Covenants in compliance therewith as herein provided.

NOW, THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth, the undersigned hereby agree to the following:

1. From and after January 1, 1992, the first sentence of Article VIII of the Restrictive Covenants is hereby amended to read in full as follows:

The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot 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 on or before January 31 of each year, an annual Maintenance Charge of \$600 to the Northwood Townhome Fund.

2. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Restrictive Covenants, except as otherwise expressly provided herein.

3. The Restrictive Covenants as amended hereby, shall continue in full force and effect as provided in Article XVI of the Restrictive Covenants. In the event of any conflict between the terms of the Restrictive Covenants and the terms of this Amendment, the terms of this Amendment shall control.

EXECUTED as of the 1st day of January, 1992.

Stephen Lewis
STEPHEN LEWIS

FILED
91 DEC 17 PM 4:22
Quita...
COUNTY CLERK
HARRIS COUNTY TEXAS

009-59-2112

Cynda S. Lewis 102
CYNDA S. LEWIS

Andrew Klein 102
ANDREW KLEIN

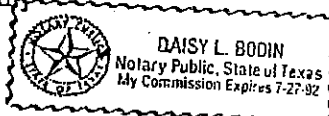
Gerald G.F. Kenney 102
GERALD G.F. KENNEY

James L. Smiers 102
JAMES SMIERS

Stefania Riggo De Righi-Haustein 102
STEFANIA RIGGO DE RIGHI-HAUSTEIN, as
her sole and separate property

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 25th day of September, 1991, by STEPHEN LEWIS.

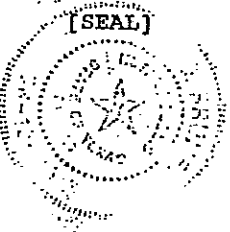
[SEAL]

DAISY L. BODIN
Notary Public, State of Texas
My Commission Expires 7-27-92

Daisy L. Bodin
Notary Public in and for
The State of Texas
DAISY L. BODIN
Printed Name of Notary

My Commission Expires: July 27, 1992

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of September, 1991, by CYNDA S. LEWIS.

[SEAL]


Valerie Q. Riumfield
Notary Public in and for
The State of Texas
Valerie Q. Riumfield
Printed Name of Notary

My Commission Expires: 6/19/94

009-59-2113

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30TH day of SEPTEMBER, 1991, by ANDREW KLEIN.

[SEAL]



Helen Grace Allas
Notary Public in and for
The State of Texas
Helen Grace Allas
Printed Name of Notary
My Commission Expires: 12-1-93

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14 day of November, 1991, by GERALD G.F. KENNEY.

[SEAL]

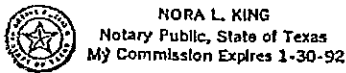


Doris Hoot
Notary Public in and for
The State of Texas
Doris Hoot
Printed Name of Notary
My Commission Expires: 9-22-93

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of October, 1991, by JAMES SMIERS.

[SEAL]

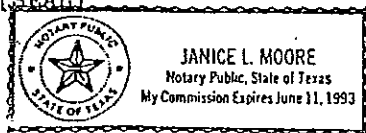


Nora L. King
Notary Public in and for
The State of Texas
Nora L. King
Printed Name of Notary
My Commission Expires: 1-30-92

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12 day of December, 1991, by STEFANIA RIGO DE RIGHI-HAUSTEIN.

[SEAL]



Janice L. Moore
Notary Public in and for
The State of TEXAS
JANICE L. MOORE
Printed Name of Notary
My Commission Expires: 6-11-93

EXHIBIT "A"

009-59-2114

Block "A" of HERMOSA COURT, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 572, Page 314 of the Deed Records of Harris County, Texas.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number [redacted] 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 on

DEC 17 1991



Anita Robinson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RETURN TO:

LeAnn Vaughn
Schlanger, Mills, Mayer & Grossberg
5847 San Felipe, Suite 1700
Houston, Texas 77057